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*Proposed Counsel for Debtors and
Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹
Debtors.

Chapter 11
Case No. 25-16137 (MBK)
(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487] (x) Powin Energy Storage 2, Inc. [9926]; (xi) Powin Energy Ontario Storage II LP [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

DEBTORS' WITNESS AND EXHIBIT LIST FOR HEARING ON AUGUST 6, 2025 AT 11:30 A.M. (PREVAILING EASTERN TIME) ON DEBTORS' MOTION FOR APPROVAL OF KEY EMPLOYEE RETENTION PLAN AND KEY EMPLOYEE INCENTIVE PLAN

Powin, LLC and the affiliated debtors and debtors in possession (collectively, the “Debtors”) under chapter 11 of title 11 of the United States Code §§ 101 et seq. (the “Bankruptcy Code”),² in the above-referenced chapter 11 cases (the “Chapter 11 Cases”), hereby files this witness and exhibit list (the “Witness and Exhibit List”) for the hearing scheduled for August 6, 2025, at 11:30 a.m. (prevailing Eastern Time) for the *Motion of Debtors for Entry of Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II) Granting Related Relief* [Docket No. 493] (the “KEIP/KERP Motion”), before the Honorable Michael B. Kaplan at the United States Bankruptcy Court for the District of New Jersey, Courtroom 8, 402 East State Street, Trenton, N.J. 08608 (the “Hearing”).

WITNESSES

The Debtors may call the following witnesses at the Hearing:

1. Brian Kane;
2. Gerard Uzzi;
3. Any witnesses called or listed by any other party; and
4. Any impeachment or rebuttal witnesses.

EXHIBIT LIST

The Debtors may offer into evidence any one or more of the following exhibits:

Exhibit	Description	Off.	Obj.	Adm.	Docket No.
1.	<i>Motion of Debtors for Entry of Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II) Granting Related Relief</i>				493

² All references to “§” and “section” are to sections of the Bankruptcy Code unless otherwise specified herein. All references to “Rules” are to the Federal Rules of Bankruptcy Procedure.

Exhibit	Description	Off.	Obj.	Adm.	Docket No.
2.	Proposed Order for KEIP/KERP Motion				
3.	<i>Declaration of Gerard Uzzi in Support of Emergency First Day Motions of the Debtors</i>				13
4.	<i>Declaration of Gerard Uzzi</i>				493
5.	First Day Hearing Transcript				
6.	<i>Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief</i>				7
7.	Notice of Winning Bidder				591
8.	KEIP Orders				
9.	KERP Orders				
10.	Any document or pleading filed in the above-captioned chapter 11 case including any transcripts of proceedings or testimony				
11.	Any exhibit listed by any other party				
12.	Rebuttal exhibits as necessary				

RESERVATION OF RIGHTS

The Debtors reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to amend or supplement this Witness and Exhibit List at any time prior to the Hearing. Designation of any exhibit above does not waive any objections the Debtors may have to any exhibit listed on any other party's exhibit list.

Dated: August 1, 2025

DENTONS US LLP

/s/ Lauren Macksoud

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Exhibit 1

(Motion of Debtors Approving Key Employee Retention
Plan and Key Employee Incentive Plan)

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], (ix) Powin Energy Operating, LLC [6487] (x) Powin Energy Storage 2, Inc., [9926]; (xi) Powin Energy Ontario Storage II LP,



**MOTION OF DEBTORS FOR ENTRY OF ORDER
(I) APPROVING KEY EMPLOYEE RETENTION PLAN AND
KEY EMPLOYEE INCENTIVE PLAN AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Powin, LLC and the affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-referenced chapter 11 cases (the “Chapter 11 Cases”) hereby move (the “Motion”), pursuant to §§ 363(b) and 503(c) under chapter 11 of title 11 of the United States Code §§ 101 *et seq.* (the “Bankruptcy Code”),² for a final order in the form attached hereto as **Exhibit A** (the “Order”): (i) approving the Debtors’ proposed key employee retention plan (the “KERP”) for certain employees (the “KERP Participants”); (ii) approving the Debtors’ proposed key employee incentive plan (the “KEIP”) for certain employees (the “KEIP Participants”); and (iii) granting related relief. In further support of the Motion, the Debtors respectfully state as follows:

I. PRELIMINARY STATEMENT

1. The Debtors entered these Chapter 11 Cases with a substantially-reduced workforce, without DIP financing and without any bids to buy their assets. Thanks to the heroic efforts of the Debtors’ remaining employees, the Debtors now have financing and are pursuing an orderly, but speedy, sale process. As the Debtors have emphasized from the beginning of these Chapter 11 Cases, they need all of their employees to remain and be incentivized in order to maximize sale value and creditor-recovery. Therefore, the Debtors have developed the KERP and KEIP in order to pay all of their employees an equal percentage – ten (10) – of salary due upon any sale closing for the KERP Participants and that is earned by KEIP Participants for compliance

[5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

² All references to “§” or “section” herein are to sections of the Bankruptcy Code. All references to “Bankruptcy Rules” are to provisions of the Federal Rules of Bankruptcy Procedure. All references to “Local Rules” are to provisions of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Jersey (the “Court”).

with the DIP budget and for closing a sale in excess of \$40 million in cash or cash considerations. The total cost for the Debtors, if all milestones are hit and all Employees remain, will be approximately \$1.2 million. This is a good investment. The Debtors cannot sell their assets without their employees, and the KERP and the KEIP are reasonable and necessary for the success of the sale process and the Chapter 11 Cases.

2. In support of this Motion, the Debtors rely upon and refer this Court to the Declaration of Gerald Uzzi (the “Uzzi Declaration”) and the *Declaration of Gerard Uzzi in Support of Emergency First Day Motions* (the “First Day Declaration”). [Docket No. 13].

II. JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The predicates for the relief requested herein are sections 105(a), 363(b) and 503(c).

III. BACKGROUND

A. General Background

6. On June 9 and 10 (as applicable, the “Petition Date”), the Debtors each commenced

a voluntary case for relief under chapter 11 of the Bankruptcy Code.³ The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. Additional information regarding the Debtors, including their business and the events leading to the commencement of these Chapter 11 Cases is set forth in the First Day Declaration.

8. On June 27, 2025, the Office of the United States Trustee (the “UST”) appointed an official committee of unsecured creditors (the “Committee”) [Docket No. 174].

B. Specific Background

a. The Debtors’ Employees

9. Before the Petition Date, the Debtors significantly reduced their workforce. The Debtors also issued multiple pre-petition notices under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Chapter 23 (the “WARN Act”).

10. The Debtors undertook their largest reduction-in-force on June 6, 2025, wherein they terminated 285 employees.

11. The Debtors’ remaining seventy-two (72) Employees represent approximately 15% of the Debtors’ workforce compared to January 1, 2025. These Employees remain because they are critical for operating and maintaining the value of the Debtors’ business. The Employees largely support the project and technology branches of their services business. Further, the Debtors employ the five (5) KEIP Participants, who manage the Debtors’ business. *See infra*. The Employees cannot be replaced, and without the Employees’ services, the Debtors will no longer be able to provide products and services to their customers.

³ Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were thereafter on June 10, 2025 and June 22, 2025, as applicable (Powin Energy Storage 2, Inc., Powin Energy Ontario Storage II LP, and Powin Canada B.C. Ltd. filed on June 22, 2025).

12. As a part of their first-day relief, the Debtors filed their Wage Motion.⁴ The Wage Motion sought authorization to pay Employees in the ordinary course and make certain payments to Employees on account of prepetition obligations. On July 15, 2025, the Court entered a final order granting the Wage Motion. [Docket No. 395].

13. Though the Debtors' Employees ordinarily receive compensation through base salary and bonus, in the Wage Motion the Debtors did not seek approval to pay bonuses to Employees. Instead, in the Wage Motion, the Debtors stated: "Soon, the Debtors anticipate filing a motion seeking authorization to further retain and incentivize employees through bonuses to be issued under newly designed 'KEIP' and 'KERP' programs." Wage Motion at ¶ 1. At the first-day, interim hearing for the Wage Motion, counsel for the Debtors stated: "[T]he employees here are our priority, and retaining and incentivizing them [is] a top priority in the case. [The Debtors] hope to develop and file further retention and incentive programs." See Tr. of June 11, 2025 Hearing at 36-37.

14. Even with the relief provided in the Wage Motion, the Debtors have still experienced attrition, with at least sixteen resignations since the Petition Date and numerous other Employees expressing concern or previewing their potential resignation to the Debtors. During the Chapter 11 Cases, the Debtors' own customers, in fact, have approached and hired away several of the Debtors' skilled Employees.

15. On June 12, 2025, a former employee filed the adversary proceeding of a proposed class action against the Debtors asserting violations of the WARN Act. See Case No. 25-01249 (Bankr. D. N.J.).

⁴ *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief* [Docket No. 7] (the "Wage Motion").

b. The DIP Financing

16. On July 15, 2025, the Court ruled that it would approve, on a final basis, the Debtors' DIP Facility (as defined in Docket No. 169) with FlexGen Power Systems, LLC (the "DIP Lender"). Under the final DIP Facility, the Debtors are required to comply with a budget (the "Approved Budget").

c. The Sale Process

17. On June 27, 2025, the Debtors filed a motion [Docket No. 228]⁵ seeking approval of "Bidding Procedures" (as defined in Docket No. 413), including approval of a "Stalking Horse APA" (as defined in Docket No. 413) with the "Stalking Horse Bidder" (as defined in Docket No. 413). Under the Bidding Procedures, in order for the Debtors to complete a Sale Transaction (these terms are used herein as defined in the Bidding Procedure Motion). On July 3, 2025, the Debtors filed an amended Bidding Procedures Order (these terms are used herein as defined in the Bidding Procedures Motion). Docket No. 257-1.

18. On July 7, 2025, the Debtors filed the Stalking Horse APA. Docket No. 271, Exhibit A. Under the Stalking Horse APA, the Stalking Horse Bidder has discretion to offer employment to "certain of the Current Employees to support the continuation of the Business." *Id.* at § 6.4(a). Under the Stalking Horse APA, the Stalking Horse Bidder may terminate the APA if the Sale Order (as defined in the Stalking Horse APA) is not entered by August 7, 2025. *Id.* at § 8.1(e).

⁵ *Motion of the Debtors for Entry of an Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections (II) Approving Bidding Procedures by Which Interested Parties May Bid and an Auction Sale Format in Connection with the Sale of Substantially All of the Debtors' Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of Debtors' Property Free and Clear of All Causes of Action and Claims* (the "Bidding Procedures Motion").

19. On July 17, 2025, the Court entered the Bidding Procedures Order approving the Bidding Procedures. [Docket No. 413]. The Court set a Sale Hearing (as defined in the Bidding Procedures) for August 6, 2025. *Id.*

20. Upon information and belief, the Stalking Horse Bidder, if they are the winning bidder, will not offer employment to all of the Employees given redundancies with the Stalking Horse Bidder's business. If no offer is given by a winning bidder, the Debtors, having sold their assets, will be forced to terminate the positions of these employees without cause (with such terminated employees, the "Terminated Employee"). During and after the sale process, the Debtors have and will continue to be transparent with Employees whose position may or will be terminated after a sale.

21. The Debtors are actively conducting their sale process. Multiple bidders have inquired regarding whether and how the Debtors will retain employees through closing. These bidders recognize the value that all the employees provide to preserving value of the business, whether those employees are selected or not to continue on working for any given bidder.

d. The Development of the KERP and KEIP.

22. From the beginning of the Chapter 11 Cases, the Debtors have determined that there is an acute need to retain and incentivize their key employees for the success of their Chapter 11 Cases (*see* *infra* concerning the roles of the KERP Participants and KEIP Participants).

23. The Debtors enlisted the services of Uzzi & Lall ("Uzzi & Lall") and their investment banker Huron Transaction Advisory LLC ("Huron") to support the development of the KERP and KEIP. The Debtors and their professionals, including Uzzi & Lall and Huron, reviewed and considered: (i) the Debtors' financial resources and employment requirements during these Chapter 11 Cases; (ii) the views of the Debtors' management with respect to what was necessary and appropriate to achieve the stated goals and (iii) employee programs approved by bankruptcy

courts. As discussed *infra*, the KERP and the KEIP, unlike many other plans that disproportionately reward a small number of employees, provide bonuses to all employees. The Debtors made this decision given the limited amount of remaining employees and the willingness of management to support such programs. The KERP and KEIP were therefore designed to enable the success of the Chapter 11 Cases while recognizing the economic realities of the Chapter 11 Cases.

24. The Debtors presented the KERP and KEIP for consideration to the Debtors' independent director (the "Independent Director") who approved the programs.

25. The Debtors also consulted with and addressed questions from the Committee, in developing the KERP and the KEIP. The Debtors will engage with and provide reasonable information about the KERP and the KEIP to the Committee, the Office of the United States Trustee and other stakeholders in an effort to obtain their consent or at least eliminate or minimize any objection to the KERP and KEIP.

e. The KERP

i. The KERP Participants and their Value

26. The Debtors have identified sixty-seven (67) Employees as KERP Participants. The KERP Participants are all the Employees of the Debtors that are not KEIP Participants.

27. The KERP Participants are integral to the Debtors' business. The KERP Participants, unlike the majority of the Debtors' pre-petition employees, remain because the Debtors determined their services were necessary to the success of the Debtors' Chapter 11 Cases and the sale process. From an operational standpoint, the Employees are necessary for the Debtors to have the capacity to answer customer questions and manage servicing of the Debtor's assets and contracts. From a sale-process standpoint, the Employees will maintain going-concern value, including concerning transitioning the assets to new operations and maintaining customer support, and as needed, will assist the Debtors' leadership in responding to inquiries concerning diligence

28. The KERP Participants are not responsible for setting company policy and generally do not attend senior management meetings or participate in meetings of the Debtors' Board of Directors or any of its committees. In fact, many of the KERP Participants' duties are limited to implementing tasks within a particular division or department. As such, their titles reflect their relative position below upper management and functions within the organization and do not reflect any real insider status or responsibility.

ii. The Terms of the KERP

29. Under the proposed KERP, each KERP Participant will receive monetary awards (the "KERP Award(s)") (with such payments of the KERP Awards, the "KERP Payment(s)").

30. KERP Participants will earn a KERP Award of ten (10) percent of the their annual salary through one or more payment(s) upon a closing of a Sale Transaction (the "Closing"), which KERP Award will be payable at or shortly after a Closing (the "KERP Retention Bonus").

31. If the KERP Participant voluntarily leaves employment prior to the Closing, or such KERP Participant is terminated for cause, that KERP Participant will forfeit the entire KERP Award. For the avoidance doubt, the termination of a KERP Participant because of redundancies of a Sale Transaction and/or the failure of any Buyer to offer employment to a KERP Participant after a Closing will not be considered termination "for cause."⁶ Neither the (i) termination of the employment of a KERP Participant without cause nor (ii) death or disability shall affect any right of a KERP Participant to a KERP Award, and KERP Awards will be earned upon the occurrence of any triggering event(s), regardless of whether the event(s) occurred after (i) termination without cause or (ii) death or disability.

⁶ For purposes of the KEIP and KERP, "cause" means (i) failure to materially perform the duties for which they are employed, (ii) willful violation of a material policy of the Debtors, (iii) commission of any act or acts of fraud, embezzlement, dishonesty, or other willful misconduct, (iv) material breach of any of their obligations under any written agreement or covenant with the Debtors, or (v) an act of dishonesty resulting or intended to result, directly or indirectly, in their gain for personal enrichment at the expense of the Debtors.

32. If every KERP Participant remains eligible, total KERP Payments are estimated to be \$993,936 (the “KERP Maximum”). The KERP Maximum, however, shall be reduced dollar for dollar based upon attrition due to termination for cause or resignation.

33. KERP Payments will be made after payments of the secured amounts owed to the Debtors Prepetition Secured Parties (as defined in the First Day Declaration) (or applicable holders) and DIP Lender.

f. The KEIP

i. The KEIP Participants and their Value

34. The KEIP Participants are five (5) members of the Debtors’ senior leadership team, consisting of the Debtors’ (i) Chief Executive Officer, (ii) General Counsel, (iii) Chief Financial Officer, (iv) Chief Operating Officer and (v) Head of Human Resources. This team is responsible for executing the Debtors’ operating and strategic plans, including maintaining the Debtors’ business operations with reduced staff, overseeing and addressing issues during these Chapter 11 Cases, interfacing with customers, and maintaining a culture among the Debtors’ employees during these Chapter 11 Cases. In addition, the KEIP Participants shoulder the burden of moving the Debtors’ sale forward, answering bidder questions and providing information to the Debtors’ professionals. The KEIP Participants are vital to the on-going stability, continuity, and strength of the Debtors during these Chapter 11 Cases and the sale process.

35. This challenge is compounded by the nature of the Debtors’ business, which is built on trust, reputation and communication that the KEIP Participants have earned from counterparties. Vendors, partners and customers may be cautious to continue to do business with the Debtors in the face of a challenging market and press coverage. The KEIP Participants have offset such fears through outreach and open communication with their employees and customers, and, now, will do the same when communicating with bidders.

g. Terms of the KEIP

36. Under the proposed KEIP, the KEIP Participants may earn bonuses (the “KEIP Award(s),” and with payments of these amounts as the “KEIP Payment(s)”). A KEIP Participant may earn up to two KEIP Bonuses: (i) a KEIP Bonus earned upon compliance with DIP Financing milestones and parameters (the “KEIP DIP Bonus”); and/or (ii) a KEIP Bonus payable upon a Closing (the “KEIP Sale Bonus”).

37. The KEIP DIP Bonus will be earned if the Debtors comply with the Approved Budget before Closing, and will be payable at or shortly after Closing (when it is anticipated that the DIP Facility will be repaid). The KEIP DIP Bonus for each eligible KEIP Participant will be five (5) percent of their annual salary.

38. The KEIP Sale Bonus will be earned upon the occurrence of a successful closing under which the Debtors receive proceeds of \$40 million or greater in cash or cash equivalents (including retirement of secured debt) (a “Successful Closing”) and will be payable at or shortly after a Successful Closing. The KEIP Sale Bonus for each eligible KEIP Participant will be five (5) percent of their annual salary.

39. Therefore, each KEIP Participant may earn up to ten (10) percent of their salaries if the Debtors perform under the Approved Budget and execute a Successful Closing. The maximum amount payable under the KEIP is estimated to be \$205,500 (the “KEIP Maximum”).

40. If a KEIP Participant is terminated for “cause,” or voluntarily ends his or her employment, he or she will not receive any future KEIP Award. For the avoidance doubt, the termination of a KERP Participant because of redundancies of a Sale Transaction and/or the failure of any Buyer to offer employment to a KERP Participant after a Closing will not be considered termination “for cause.” Neither the (i) termination of the employment of a KEIP Participant without cause nor (ii) death or disability shall affect any right of a KEIP Participant to a KEIP

Award, and KEIP Awards will be earned upon the occurrence of any triggering event(s), regardless of whether the event(s) occurred after (i) termination without cause or (ii) death or disability.

41. KEIP Payments will be made after payments of the secured amounts owed to the Debtors Prepetition Secured Parties (as defined in the First Day Declaration) (or applicable holders) and DIP Lender.

II. RELIEF REQUESTED

42. By this Motion, pursuant to §§ 105(a), 363(b) and 503(c)(1) and Bankruptcy Rule 6004, the Debtors request the entry of the Order (i) approving the KERP and KEIP, and (ii) granting related relief, including, but not limited to, granting the Debtors discretion to effectuate the KERP and KEIP.

III. BASIS FOR RELIEF

A. The KERP Is Warranted Under Sections 363(b)(1) and 503(c)(3) as an Appropriate Exercise of the Debtors' Business Judgment.

43. "The [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate," as long as the debtor can "show that a sound business purpose justifies such actions." 11 U.S.C. § 363(b)(1); *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999). Where there is a reasonable basis for a debtor's business decisions, courts generally do not contradict the proposed course of conduct. *Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.").⁷

⁷ Section 503(c)(3) is in harmony with section 363(b) by prohibiting transfers made to officers, managers, consultants, and others that are not justified by the facts and circumstances of the case. *See* 11 U.S.C. § 503(c)(3). Section 503(c)(3)'s "facts and circumstances" justification test "creates a standard no different that the business judgment standard under section 363(b)" of the Bankruptcy Code. *In re Borders Group, Inc.*, 453 B.R. 459, 473 (Bankr. S.D.N.Y. 2011) (citations omitted); *In re Nobex Corp.*, Case No. 05-20050 (MFW), 2006 WL 4063024, at * 3 (Bankr. D. Del. Jan. 19, 2006) (concluding that the standard under section 503(c)(3) reiterates the business judgment standard).

44. The reasonable use of bonuses like the KERP Payments are considered a proper exercise of a debtor's business judgment. *See In re Global Home Prods., LLC*, 369 B.R. 778, 784 (Bankr. D. Del. 2007) (citing *In re U.S. Airways, Inc.*, 329 B.R. 793, 795 (Bankr. E.D. Va. 2005)). The Debtors designed the KERP to motivate employees to stay and perform during these Chapter 11 Cases and the upcoming sale process. The KERP provides a fair amount of a retention premium given the uncertainty created by the Chapter 11 Cases paired with the market-value of the KERP Participants' skills. *See generally In re Glob. Aviation Holdings Inc.*, 478 B.R. 142, 151 (Bankr. P. Del. 2009) ("no showing of a bona fide job offer or any other evidence of an intent to leave is required to pay a bonus to non-insiders [under a KERP]") (finding KERP reasonable under business judgment where Debtors concluded that "at least one" KERP employee would, without the KERP, leave). Thus, the KERP should be approved under section 363(b). *See, e.g., In re Mesa Air Group, Inc.*, Case No. 10-10018 (MG), 2010 WL 3810899, at *4 (Bankr. S.D.N.Y. Sept. 24, 2010) (bonus payments were "'justified by the facts and circumstances of the case' under section 503(c)(3) [where] they [were] within the 'sound business judgment' of the Debtors" (citation omitted)).

45. In approving the KERP, the Debtors considered the economic realities of the Chapter 11 cases, so that the KERP is similar to retention plans approved in other courts and in this district. *See In re Sam Ash Music Corp.*, Case No. 24-14727 (SLM) (Bankr. D.N.J. June 13, 2024) (approving KERP for ten (10) percent of salary for 21 employees in aggregate of \$234,000); *In re Agway Farm & Home Supply, LLC*, Case No. 22-10602 (JKS) (Bankr. D. Del. Nov. 21, 2022) (debtor had terminated approximately half of employees before filing for bankruptcy and undertook sale process in bankruptcy) (approving KERP for fourteen employees in aggregate of \$285,000); *In re SLT HoldCo, Inc.*, Case No. 20-18368 (MBK) (Bankr. D. N.J. July 22, 2020) (approving KERP for \$217,284 for eight (8) employees during sale process, ranging from

approximately 17 to 25% of the employees' salary); *In re MobiTV*, Case No. 21-10457 (LSS) (Bankr. D. Del. Apr. 7, 2021) (approving KERP for all non-insider employees after debtor had reduced its workforce pre-petition) (awards ranged from 5.0% to 25.1% of their base salary); *In re Onweb Global Limited, et. al.*, Case No. 20-22437 (RDD) (Bankr. S.D.N.Y. May 29, 2020) (debtors executed prepetition RIF of 90% of workforce, and Court approved (i) KERP for 47 remaining employee totaling \$3 million (40% of salary paid in quarterly installments); *In re KB Toys, Inc.*, No. 08-13269 (KJC) (Bankr. D. Del. Jan. 6, 2009) (approving retention plan for 28 non-insider employees contemplating payments of approximately \$300,000); *In re Mervyn's Holdings, LLC*, No. 08-11586 (KG) (Bankr. D. Del. Oct. 30, 2008) (approving retention plan for 93 non-insider employees contemplating payments of approximately \$1.3 million).⁸

B. Because the KERP does not Include Insiders, it is not Subject to §§ 503(c)(1) and (2) of the Bankruptcy Code

46. The KERP is not subject to the restrictions set forth in sections 503(c)(1) and (2) because the KERP is not applicable to any “insiders” (as such term is defined by § 101(31)). Generally, the Bankruptcy Code defines an “insider” to include, among other things, “an officer of the debtor” and a “person in control of the debtor.” 11 U.S.C. § 101(31). Courts have also concluded that an employee may be an “insider” if that employee has “at least a controlling interest in the debtor or . . . exercise[s] sufficient authority over the debtor so as to unqualifiedly dictate corporate policy and the disposition of corporate assets.” *In re Velo Holdings, Inc.*, 472 B.R. 201, 208 (Bankr. S.D.N.Y. 2012) (citation omitted) (emphasis added).

47. Although certain of the KERP Participants hold titles such as “manager” they do not take part in the strategic management or decide “critical financial decisions” of the Debtors, and thus are not “insiders” within the meaning of the Bankruptcy Code. *See In re Foothills Texas*,

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

Inc., 408 B.R. 573, 579 (Bankr. D. Del. 2009) (the “mere title of a person does not end the inquiry” of whether they are an insider) (cited by *In re Glob. Aviation Holdings Inc.*, 478 B.R. 142, 148 (Bankr. E.D.N.Y. 2012) (“[T]itles such as ‘vice president’ are not determinative [as to insider status].”). For example, in *In re NMI Systems, Inc.*, 179 B.R. 357, 370 (Bankr. D.D.C. 1995), the court found that a vice president was not an insider because [et. al. he was not] ‘in the inner circle making the company's critical financial decisions.’”). The KERP Participants’ respective scopes of authority are limited and their titles reflect only their relative position below upper management and functions within the organization and not any real insider status or responsibility.

C. The KEIP Is Warranted Under Sections 363(b)(1) and 503(c)(3) as an Appropriate Exercise of the Debtors’ Business Judgment.

48. Likewise, the KEIP is reviewed under a business judgment standard, and here, the KEIP represents a sound exercise of the Debtors’ business judgment. *See In re Global Home Prods., LLC*, 369 B.R. at 784 (reasonable use of incentives and performance bonuses are considered the proper exercise of a debtor’s business judgment) (citing *In re U.S. Airways, Inc.*, 329 B.R. 793, 795 (Bankr. E.D. Va. 2005)). The KEIP is an incentive plan for five (5) key employees that is designed to motivate them to achieve the best possible outcome of an expedient and lucrative sale in these Chapter 11 Cases. Consequently, the KEIP is not prohibited under the inapplicable § 503(c)(1) (concerning solely retentive programs) or § (c)(2) (concerning severance programs), but, rather, is permitted under § 503(c)(3). *See, e.g., In re Alpha Natural Res., Inc.*, 546 B.R. 348, 356 (Bankr. E.D. Va. 2016) (“On its face, § 503(c)(1) does not apply to a KEIP because the payments thereunder are incentive and not purely retentive.”); *In re Nobex Corp.*, 2006 Bankr. LEXIS 417, at *8 (Bankr. D. Del. Jan. 19, 2006) (“The sale-related incentive pay to [senior management] is not governed by §§ 503(c)(1) or 503(c)(2) of the Bankruptcy Code.”). The Debtors, in their sound business judgment, believe that the implementation of the KEIP is well

justified under the circumstances and will benefit the Debtors' estates and their creditor constituencies; and therefore the Court should approve the KEIP.

a. Approval of the Proposed KEIP Is Justified by the Facts and Circumstances of these Chapter 11 Cases and Therefore Satisfies § 503(c)(3).

49. Section 503(c)(3) prohibits transfers or obligations outside the ordinary course of business "not justified by the facts and circumstances of the case, including transfers made to, or obligations incurred for the benefit of, officers, managers, or consultants hired after the date of the filing of the petition." 11 U.S.C. § 503(c)(3). As discussed, the majority of other courts have found that this standard is no different from the business judgment standard under § 363(b). *See Global Home Prods.*, 369 B.R. at 783-84; *In re Nobex Corp.*, 2006 Bankr. LEXIS 417. Section 503(c)(3) was a reiteration of the standard under § 363 under which courts had previously authorized transfers outside the ordinary course of business based on the business judgment of the debtor; *see also In re Velo Holdings, Inc.*, 472 B.R. at 212 (collecting cases). Given the presumption of good faith for a debtor, courts presume that "an incentive plan established postpetition by a debtor-in-possession for the benefit of senior management is in the ordinary course of the Debtors' business." *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 798 (Bankr. D. Del. 2007).

b. The Dana Factors.

50. Relatedly, courts assessing a debtor's business judgment relating to an incentive program under § 503(c)(3) look at six factors (the "Dana Factors"): (a) whether a reasonable relationship existed between the proposed plan and the desired results; (b) whether the cost of the plan was reasonable in light of the overall facts of the case; (c) whether the scope of the plan was fair and reasonable; (d) whether the plan was consistent with industry standards; (e) whether the debtor had put forth sufficient due diligence efforts in formulating the plan; and (f) whether the

debtor received sufficient independent counsel in performing any due diligence and formulating the plan. *See e.g. In re Dana Corp.*, 358 B.R. 567, 576 (Bankr. S.D.N.Y. 2006).

c. The KEIP Satisfies Each of the Dana Factors.

51. ***Factor (a): The KEIP is Structured to Achieve the Desired Performance and is an Incentive Plan.*** The KEIP Participants are essential to the Debtors' operations and their services are necessary to maximize the value of these Debtors' estates. The KEIP establishes the goal of an efficient closing for the KEIP Participants that, if achieved, will have a meaningful impact on the Debtors' restructuring efforts. The conditions to earn the KEIP Bonuses are not only essential for success in these Chapter 11 Cases, they also require substantial outperformance and dedication by the KEIP Participants through Closing.⁹

52. The KEIP Participants have already worked strenuously to get the Debtors to the precipice of a sale process, with the valuable Stalking Horse APA and the DIP Facility in hand. This is a remarkable achievement given the state of affairs on the Petition Date (with no offer and no DIP financing). Where the Debtors have broadcast their desire to file and make payments under the KEIP from the Petition Date forward, the fact that, as of the filing of this Motion, a portion of performance objectives have become more achievable, resulting *from work performed by management*, does not indicate that the targets were insufficiently aspirational.

53. The KEIP Participants have stayed with the Debtors and worked hard and worked well. This hard work has been in part because, to incentive the employees, Debtors told their KEIP Participants they would be rewarded through a KEIP both privately and in public (such as

⁹ The KEIP was not designed to retain the KEIP Participants, although a prerequisite to receiving a payment under the KEIP is that the KEIP Participant must be employed at the time of the payment unless such employee's employment was terminated without cause. *See, e.g., In re Global Home Prods., LLC*, 369 B.R. at 786 ("The fact, as Debtors pointed out, that all compensation has a retention element does not reduce the Court's conviction that Debtors' primary goal [is] to create value by motivating performance. All companies seek to retain employees they value by fairly compensating them.").

at the Wage Motion hearing). This fluid situation is closely analogous to that of *In re Aralez Pharm. US Inc.*, 18-12425 (MG), 2018 WL 6060356 (Bankr. S.D.N.Y. Nov. 19, 2018), where Judge Glenn considered a KEIP that had been developed and crafted weeks before the debtors actually filed their motion seeking approval of the same. In the interim, the debtors performed admirably on a financial basis and negotiated a stalking horse bid for \$240 million. The debtors thus met certain budget metrics and a KEIP goal of a sale of \$230 million before their motion was heard. Judge Glenn approved the KEIP and ruled:

The Committee argues that the KEIP amounts to no more than a “layup.” At the evidentiary hearing, the Committee claimed that several of the KEIP targets now appear achievable. They note that the Debtors now have \$240 million of bids in hand and now estimate that they are on track to outperform the DIP Budget by increasing cash flow by \$7-10 million. These figures would translate to payments of 81% of the KEIP Participants' base salaries.

The Court is unpersuaded that the targets are not sufficiently challenging because some of these targets now appear achievable in hindsight. The Debtors explain that the KEIP Motion was not filed until roughly two months after the Petition Date because their post-petition financing facility required the Debtors to obtain the approval of their post-petition lenders before presenting the KEIP to the Court, and the post-petition lenders asked the Debtors to obtain stalking horse bids before seeking approval of the KEIP. (ECF Doc. 274 ¶ 1.) Once the KEIP Motion was filed, the hearing was delayed further to allow the Debtors to negotiate the terms of the KEIP with the U.S. Trustee. **The Court will not punish the Debtors for this delay by discounting the work the KEIP Participants have already performed. The Debtors and their financial advisors developed the KEIP in August 2018 [three months before decision] and the KEIP Participants operated with the understanding that the Debtors would be seeking authority to implement the KEIP. The Court sees no issue with reviewing a KEIP that was designed to incentivize work that is already partially performed.** See *In re Mesa Air Grp., Inc.*, 2010 WL 3810899, at *3 (Bankr. S.D.N.Y. Sept. 24, 2010) (approving

incentive plan that awarded payments for services already rendered).

Id. at **4-6 (emphasis added) (citations included).¹⁰

54. ***Factors (b) and (c): The Costs and Scope of the KEIP Are Reasonable.*** The KEIP concerns only five (5) employees, and is targeted towards those with the most macro-influence over the Debtors' business and responsibility for achievement of Chapter 11 goals. As to cost, the KEIP Maximum of \$ 205,500 is a fraction of the consideration provided in the Stalking Horse Bid. The KEIP's cost and scope is also in line with the economic realities of these Chapter 11 Cases, and the KEIPs is similar to those approved by this court and other courts in this District. *In re Sam Ash Music Corp.*, Case No. 24-14727 (SLM) (Bankr. D.N.J. June 13, 2024) (approving KEIP for four employees in maximum aggregate of \$107,000 for asset sales targeting at \$10 million); *In re Agway Farm & Home Supply, LLC*, Case No. 22-10602 (JKS) (Bankr. D. Del. Nov. 21, 2022) (approving KEIP for President and CEO in maximum of two (2) percent of sale proceeds, up to a maximum of \$75,000 (24.6 of the executive's salary) payable upon closing of sales of substantially all of the debtor's assets); *In re Ashley Steward Holdings, Inc.*, 2014 WL 2013372 (MBK) (Bankr. D. N.J. Apr. 23, 2014) (for \$23 million stalking horse bid, approving KEIP in aggregate of in range of \$350,000 to \$1.4 million to ten employees); *In re Revel AC, Inc.*, Case No. 14-22654 (MBK) Bankr. D. N.J. June 30, 2014) (approving KEIP of aggregate amount of \$1,525,000 for five (5) employees for meeting cash flow goals and additional amount for sale closing above threshold amount); *see also In re Velo Holdings Inc.*, 472 B.R. 201, 211 (Bankr. S.D.N.Y. 2012) (approving

¹⁰Judge Glenn presaged his decision on the record in addressing objecting counsel's arguments regarding hindsight of the likelihood of goals occurring: "The Key Employees certainly knew that the debtor was going to propose a KEIP [later in the case, though the KEIP was yet] not approved ... [Y]our [objecting counsel] argument would, it seems to me, lead to a conclusion that you should not consider any work that the debtor's key employees have done before this Court signs an order approving a KEIP. And I have a problem with that." *In re Aralez Pharm. US Inc.*, 18-12425 (MG) [Docket No. 294 at 46](Bankr. S.D.N.Y. Nov. 14, 2018).

payment of 1% of sale proceeds to single executive under KEIP); *In re Alpha Nat. Res. Inc.*, 546 B.R. at 362 (KEIP of 60-175% of salary approved).

55. ***Factors (d), (e), and (f): The Debtors Developed the KEIP with Independent Advice and Oversight and were Diligent in this Development.*** The Debtors actively sought input from their advisors during the KEIP development process. The Debtors, with the assistance of Uzzi & Lall and their other restructuring advisors, performed diligence on their Current Employees' existing compensation levels and other approved bankruptcy bonus plans vis-à-vis the Debtors' resources and Chapter 11 goals.

IV. WAIVER OF MEMORANDUM OF LAW

56. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

V. WAIVER OF RULE 6004

57. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

V. NOTICE

58. Notice of this Motion will be provided to the following parties, or, in lieu thereof, their counsel, if known: (i) the UST; (ii) the Committee; (iii) the Debtors' Stalking Horse Bidder; (iv) the Prepetition Secured Parties; (v) the known KERP and KEIP Participants; and (vi) those persons who have requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice need be provided.

VI. CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court: (i) enter the Order as set forth herein; and (ii) grant the Debtors such other and further relief is just and proper under the circumstances.

Dated: July 23, 2025

DENTONS US LLP

/s/ Lauren Macksoud

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Proposed Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

DECLARATION OF GERARD UZZI

I, Gerard Uzzi, hereby state and declare as follows:

1. I am the Chief Restructuring Officer (the “CRO”) of Powin, LLC (“Powin”) and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”). I testify in support of the *Debtors’ Motion for Entry of an Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II) Related Relief* (the “Motion”) (unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Motion).

2. Except as otherwise indicated herein, this declaration (the “Declaration”) is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors or the Debtors’ advisors and professionals, and my opinion is based upon my experience, knowledge, and information concerning the Debtors’ operations and this industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], (ix) Powin Energy Operating, LLC [6487] (x) Powin Energy Storage 2, Inc., [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

3. In incorporate my testimony in my previous *Declaration of Gerard Uzzi in Support of Emergency First Day Motions* (the “First Day Declaration”). [Docket No. 13].

4. I am a Managing Partner and Founder of CBMN Advisors LLC d/b/a Uzzi & Lall (“Uzzi & Lall”). I have extensive experience advising companies, boards of directors, senior management, creditors, equity holders, and investors in stressed and distressed situations, including chapter 11, out-of-court work outs, and rescue financings across industries and jurisdictions. I also serve in a number of fiduciary capacities, including presently as the Chairman of the Celsius Litigation Oversight Committee.

5. Prior to co-founding Uzzi & Lall, I was a senior restructuring partner at Milbank LLP and White & Case LLP for over 18 years in the aggregate. During that time, I was personally involved in senior roles in some of the nation’s largest and most complex chapter 11 cases, including Lehman Brothers, Washington Mutual, American Airlines, Rescap, Charter Communications, Mirant, Adelphia Communications, Purdue Pharma, and ZAIS. I have been recognized for my work in Chambers, Euromoney’s IFLR, The Legal 500, and Expert Guides as one of the World’s Leading Insolvency and Restructuring Professionals.

6. The Debtors entered these Chapter 11 Cases with a substantially-reduced workforce, without DIP financing and without any bids to buy their assets. Thanks to the heroic efforts of the Debtors’ remaining employees, the Debtors now have financing and are pursuing an orderly, but speedy, sale process.

7. From the beginning of the Chapter 11 Cases, the Debtors have determined that there is an acute need to retain and incentivize their key employees for the success of their Chapter 11 Cases (*see infra* concerning the roles of the KERP Participants and KEIP Participants). Both before the Chapter 11 Cases and before the Motion was filed, the Debtors have communicated to

Employees that the Debtors would develop and seek approval of retention and incentive bonus programs.

a. The Debtors' Employees

8. Before the Petition Date, the Debtors significantly reduced their workforce. The Debtors also issued multiple pre-petition notices under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Chapter 23 (the "WARN Act").

9. The Debtors undertook their largest reduction-in-force on June 6, 2025, wherein they terminated 285 employees.

10. The Debtors' remaining seventy-two (72) Employees represent approximately 15% of the Debtors' workforce compared to January 1, 2025. These Employees remain because they are critical for operating and maintaining the value of the Debtors' business. The Employees largely support the project and technology branches of their services business. Further, the Debtors employ the five (5) KEIP Participants, who manage the Debtors' business. *See infra*. The Employees cannot be replaced, and without the Employees' services, the Debtors will no longer be able to provide products and services to their customers.

11. Though the Debtors' Employees ordinarily receive compensation through base salary and bonus, in the Wage Motion the Debtors did not seek approval to pay bonuses to Employees. Instead, in the Wage Motion, the Debtors stated: "Soon, the Debtors anticipate filing a motion seeking authorization to further retain and incentivize employees through bonuses to be issued under newly designed 'KEIP' and 'KERP' programs." Wage Motion at ¶ 1. At the first-day, interim hearing for the Wage Motion, counsel for the Debtors stated: "[T]he employees here are our priority, and retaining and incentivizing them [is] a top priority in the case. [The Debtors]

hope to develop and file further retention and incentive programs.” See Tr. of June 11, 2025 Hearing at 36-37.

12. Even with the relief provided in the Wage Motion, the Debtors have still experienced attrition, with at least sixteen resignations since the Petition Date and numerous other Employees expressing concern or previewing their potential resignation to the Debtors. During the Chapter 11 Cases, the Debtors’ own customers, in fact, have approached and hired away several of the Debtors’ skilled Employees.

b. The Sale Process and the Need to Retain and Incentivize Employees

13. Upon information and belief, the Stalking Horse Bidder, if they are the winning bidder, will not offer employment to all of the Employees given redundancies with the Stalking Horse Bidder’s business. If no offer is given by a winning bidder, the Debtors, having sold their assets, will be forced to terminate the positions of these employees without cause (with such terminated employees, the “Terminated Employee”). During and after the sale process, the Debtors have and will continue to be transparent with Employees whose position may or will be terminated after a sale.

14. The Debtors are actively conducting their sale process. Multiple bidders have inquired regarding whether and how the Debtors will retain employees through closing. These bidders recognize the value that all the employees provide to preserving value of the business, whether those employees are selected or not to continue on working for any given bidder.

c. The Development of the KERP and KEIP

15. The Debtors enlisted Uzzi & Lall and their investment banker Huron Transaction Advisory LLC (“Huron”) to support the development of the KERP and KEIP. The Debtors, their professionals and I reviewed and considered: (i) the Debtors’ financial resources and employment

requirements during these Chapter 11 Cases; (ii) the views of the Debtors' management with respect to what was necessary and appropriate to achieve the stated goals; and (iii) employee programs approved by bankruptcy courts.

16. These comparable plans include various cases in this district and other districts, including, as the KERP: *In re Sam Ash Music Corp.*, Case No. 24-14727 (SLM) (Bankr. D.N.J. June 13, 2024) (approving KERP for ten (10) percent of salary for 21 employees in aggregate of \$234,000); *In re Agway Farm & Home Supply, LLC*, Case No. 22-10602 (JKS) (Bankr. D. Del. Nov. 21, 2022) (debtor had terminated approximately half of employees before filing for bankruptcy and undertook sale process in bankruptcy) (approving KERP for fourteen employees in aggregate of \$285,000); *In re SLT HoldCo, Inc.*, Case No. 20-18368 (MBK) (Bankr. D. N.J. July 22, 2020) (approving KERP for \$217,284 for eight (8) employees during sale process, ranging from approximately 17 to 25% of the employees' salary); *In re MobiTV*, Case No. 21-10457 (LSS) (Bankr. D. Del. Apr. 7, 2021) (approving KERP for all non-insider employees after debtor had reduced its workforce pre-petition) (awards ranged from 5.0% to 25.1% of their base salary); *In re Oneweb Global Limited, et. al.*, Case No. 20-22437 (RDD) (Bankr. S.D.N.Y. May 29, 2020) (debtors executed prepetition RIF of 90% of workforce, and Court approved (i) KERP for 47 remaining employee totaling \$3 million (40% of salary paid in quarterly installments); *In re KB Toys, Inc.*, No. 08-13269 (KJC) (Bankr. D. Del. Jan. 6, 2009) (approving retention plan for 28 non-insider employees contemplating payments of approximately \$300,000); *In re Mervyn's Holdings, LLC*, No. 08-11586 (KG) (Bankr. D. Del. Oct. 30, 2008) (approving retention plan for 93 non-insider employees contemplating payments of approximately \$1.3 million); and, as to the KEIP: *In re Sam Ash Music Corp.*, Case No. 24-14727 (SLM) (Bankr. D.N.J. June 13, 2024) (approving KEIP for four employees in maximum aggregate of \$107,000 for asset sales targeting at \$10

million), *In re Agway Farm & Home Supply, LLC*, Case No. 22-10602 (JKS) (Bankr. D. Del. Nov. 21, 2022) (approving KEIP for President and CEO in maximum of two (2) percent of sale proceeds, up to a maximum of \$75,000 (24.6 of the executive's salary) payable upon closing of sales of substantially all of the debtor's assets), *In re Ashley Steward Holdings, Inc.*, 2014 WL 2013372 (MBK) (Bankr. D. N.J. Apr. 23, 2014) (for \$23 million stalking horse bid, approving KEIP in aggregate of in range of \$350,000 to \$1.4 million to ten employees), and *In re Revel AC, Inc.*, Case No. 14-22654 (MBK) Bankr. D. N.J. June 30, 2014) (approving KEIP of aggregate amount of \$1,525,000 for five (5) employees for meeting cash flow goals and additional amount for sale closing above threshold amount).

d. The KERP and KEIP are Reasonable and Should be Approved

17. I believe that both the KERP and KEIP are reasonable and a sound exercise of the Debtors' business judgment. In fact, they are on the low end on a per-capita basis given the size and complexity of the Chapter 11 Cases. Commonly in such complex Chapter 11 Cases, the Debtors would seek much higher bonuses for top executives and not seek to pay rank-and-file employees at the same percentage. The KERP and KEIP were therefore designed to enable the success of the Chapter 11 Cases while recognizing the economic realities of the Chapter 11 Cases.

e. Approval of the KERP and KEIP

18. The Debtors presented the KERP and KEIP for consideration to the Debtors' Independent Director who approved the programs.

f. The KERP

i. The KERP Participants and their Value

19. The Debtors have identified sixty-seven (67) Employees as KERP Participants. The KERP Participants are all the Employees of the Debtors that are not KEIP Participants.

20. The KERP Participants are integral to the Debtors' business. The KERP Participants, unlike the majority of the Debtors' pre-petition employees, remain because the Debtors determined their services were necessary to the success of the Debtors' Chapter 11 Cases and the sale process. From an operational standpoint, the Employees are necessary for the Debtors to have the capacity to answer customer questions and manage servicing of the Debtor's assets and contracts. From a sale-process standpoint, the Employees will maintain going-concern value, including concerning transitioning the assets to new operations and maintaining customer support, and as needed, will assist the Debtors' leadership in responding to inquiries concerning diligence.

21. The KERP Participants are not responsible for setting company policy and generally do not attend senior management meetings or participate in meetings of the Debtors' Board of Directors or any of its committees. In fact, many of the KERP Participants' duties are limited to implementing tasks within a particular division or department. As such, their titles reflect their relative position below upper management and functions within the organization and do not reflect any real insider status or responsibility. Although certain of the KERP Participants hold titles such as "manager" they do not take part in the strategic management or decide "critical financial decisions" of the Debtors.

ii. *The Terms of the KERP*

22. Under the proposed KERP, each KERP Participant will receive monetary awards (the "KERP Award(s)") (with such payments of the KERP Awards, the "KERP Payment(s)").

23. KERP Participants will earn a KERP Award of ten (10) percent of the their annual salary through one or more payment(s) upon a closing of a Sale Transaction (the "Closing"), which KERP Award will be payable at or shortly after a Closing (the "KERP Retention Bonus").

24. If the KERP Participant voluntarily leaves employment prior to the Closing, or such KERP Participant is terminated for cause, that KERP Participant will forfeit the entire KERP Award. For the avoidance of doubt, the termination of a KERP Participant because of redundancies of a Sale Transaction and/or the failure of any Buyer to offer employment to a KERP Participant after a Closing will not be considered termination “for cause.”² Neither the (i) termination of the employment of a KERP Participant without cause nor (ii) death or disability shall affect any right of a KERP Participant to a KERP Award, and KERP Awards will be earned upon the occurrence of any triggering event(s), regardless of whether the event(s) occurred after (i) termination without cause or (ii) death or disability.

25. If every KERP Participant remains eligible, total KERP Payments are estimated to be \$993,936 (the “KERP Maximum”). The KERP Maximum, however, shall be reduced dollar for dollar based upon attrition due to termination for cause or resignation.

26. KERP Payments will be made after payments of the secured amounts owed to the Debtors’ Prepetition Secured Parties (or applicable holders) and DIP Lender.

g. The KEIP

27. The KEIP Participants are five (5) members of the Debtors’ senior leadership team, consisting of the Debtors’ (i) Chief Executive Officer, (ii) General Counsel, (iii) Chief Financial Officer, (iv) Chief Operating Officer and (v) Head of Human Resources. This team is responsible for executing the Debtors’ operating and strategic plans, including maintaining the Debtors’ business operations with reduced staff, overseeing and addressing issues during these Chapter 11

² For purposes of the KEIP and KERP, “cause” means (i) failure to materially perform the duties for which they are employed, (ii) willful violation of a material policy of the Debtors, (iii) commission of any act or acts of fraud, embezzlement, dishonesty, or other willful misconduct, (iv) material breach of any of their obligations under any written agreement or covenant with the Debtors, or (v) an act of dishonesty resulting or intended to result, directly or indirectly, in their gain for personal enrichment at the expense of the Debtors.

Cases, interfacing with customers, and maintaining a culture among the Debtors' employees during these Chapter 11 Cases. In addition, the KEIP Participants shoulder the burden of moving the Debtors' sale forward, answering bidder questions and providing information to the Debtors' professionals. The KEIP Participants are vital to the on-going stability, continuity, and strength of the Debtors during these Chapter 11 Cases and the sale process.

28. This challenge is compounded by the nature of the Debtors' business, which is built on trust, reputation and communication that the KEIP Participants have earned from counterparties. Vendors, partners and customers may be cautious to continue to do business with the Debtors in the face of a challenging market and press coverage. The KEIP Participants have offset such fears through outreach and open communication with their employees and customers, and, now, will do the same when communicating with bidders.

29. Under the proposed KEIP, the KEIP Participants may earn bonuses (the "KEIP Award(s)," and with payments of these amounts as the "KEIP Payment(s)"). A KEIP Participant may earn up to two KEIP Bonuses: (i) a KEIP Bonus earned upon compliance with DIP Financing milestones and parameters (the "KEIP DIP Bonus"); and/or (ii) a KEIP Bonus payable upon a Closing (the "KEIP Sale Bonus").

30. The KEIP DIP Bonus will be earned if the Debtors comply with the Approved Budget before Closing, and will be payable at or shortly after Closing (when it is anticipated that the DIP Facility will be repaid). The KEIP DIP Bonus for each eligible KEIP Participant will be five (5) percent of their annual salary.

31. The KEIP Sale Bonus will be earned upon the occurrence of a successful closing under which the Debtors receive proceeds of \$40 million or greater in cash or cash equivalents (including retirement of secured debt) (a "Successful Closing") and will be payable at or shortly

after a Successful Closing. The KEIP Sale Bonus for each eligible KEIP Participant will be five (5) percent of their annual salary.

32. Therefore, each KEIP Participant may earn up to ten (10) percent of their salaries if the Debtors perform under the Approved Budget and execute a Successful Closing. The maximum amount payable under the KEIP is estimated to be \$205,500 (the “KEIP Maximum”).

33. If a KEIP Participant is terminated for “cause,” or voluntarily ends his or her employment, he or she will not receive any future KEIP Award. For the avoidance doubt, the termination of a KERP Participant because of redundancies of a Sale Transaction and/or the failure of any Buyer to offer employment to a KERP Participant after a Closing will not be considered termination “for cause.” Neither the (i) termination of the employment of a KEIP Participant without cause nor (ii) death or disability shall affect any right of a KEIP Participant to a KEIP Award, and KEIP Awards will be earned upon the occurrence of any triggering event(s), regardless of whether the event(s) occurred after (i) termination without cause or (ii) death or disability.

34. KEIP Payments will be made after payments of the secured amounts owed to the Debtors’ Prepetition Secured Parties (or applicable holders) and DIP Lender.

35. The KEIP Participants have already worked strenuously to get the Debtors to the precipice of a sale process, with a Stalking Horse APA for \$36 million plus the \$2 million Retention Payment (as defined in the Stalking Horse APA) and the DIP Facility in hand. This is a remarkable achievement given the state of affairs on the Petition Date (with no offer and no DIP financing).

36. The KEIP Participants have stayed with the Debtors and worked hard and worked well. I believe that this hard work has been in part because, to incentive the employees, Debtors

told their KEIP Participants they would be rewarded through a KEIP both privately and in public (such as at the Wage Motion hearing).

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 23rd day of July 2025, at Sea Bright, New Jersey in Monmouth County.

/s/ Gerard Uzzi
Gerard Uzzi

EXHIBIT A

(Proposed Form of Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**ORDER GRANTING OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
(I) APPROVING KEY EMPLOYEE RETENTION PLAN AND KEY EMPLOYEE INCENTIVE
PLAN AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three [3] through four [4], is
ORDERED.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

(Page 2)

Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page 3)

Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (i) authorizing, but not directing, the Debtors to implement the proposed key employee retention plan (the “KERP”) and key employee incentive plan (the “KEIP”) and (b) granting related relief; all as more fully set forth in the Motion; and upon the Declaration attached to the Motion and the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The KERP and KEIP are approved in their entirety.
3. The Debtors are authorized, but not directed, to implement the KERP and KEIP as described in the Motion, including by facilitating and making all KERP Payments and KEIP Payments.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 4)

Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

4. All amounts earned and payable under the KERP and KEIP shall have administrative expense priority under sections 503(a) and 507(a)(2) of the Bankruptcy Code for all purposes in these Chapter 11 Cases and in any other cases under the Bankruptcy Code to which these Chapter 11 Cases may be converted.

5. Nothing in the Motion or this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates or (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

7. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 2

(Proposed Order for KEIP/KERP Motion)

EXHIBIT A

(Proposed Form of Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**ORDER GRANTING OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
(I) APPROVING KEY EMPLOYEE RETENTION PLAN AND KEY EMPLOYEE INCENTIVE
PLAN AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three [3] through four [4], is
ORDERED.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

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Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page 3)

Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (i) authorizing, but not directing, the Debtors to implement the proposed key employee retention plan (the “KERP”) and key employee incentive plan (the “KEIP”) and (b) granting related relief; all as more fully set forth in the Motion; and upon the Declaration attached to the Motion and the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The KERP and KEIP are approved in their entirety.
3. The Debtors are authorized, but not directed, to implement the KERP and KEIP as described in the Motion, including by facilitating and making all KERP Payments and KEIP Payments.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 4)

Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

4. All amounts earned and payable under the KERP and KEIP shall have administrative expense priority under sections 503(a) and 507(a)(2) of the Bankruptcy Code for all purposes in these Chapter 11 Cases and in any other cases under the Bankruptcy Code to which these Chapter 11 Cases may be converted.

5. Nothing in the Motion or this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates or (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

7. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 3

(Declaration of Gerard Uzzi in Support of Emergency First Day Motions of the Debtor)

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*Proposed Counsel for Debtors and
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Joint Administration Requested)

**DECLARATION OF GERARD UZZI IN SUPPORT OF
EMERGENCY FIRST DAY MOTIONS OF THE DEBTORS**

I, Gerard Uzzi, hereby state and declare as follows:

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.



1. I am the Chief Restructuring Officer (the “CRO”) of Powin, LLC (“Powin”). I was appointed as CRO of Powin and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”) effective on June 9, 2025.

2. I am also a Managing Partner and Founder of CBMN Advisors LLC d/b/a Uzzi & Lall (“Uzzi & Lall”). I have extensive experience advising companies, boards of directors, senior management, creditors, equity holders, and investors in stressed and distressed situations, including chapter 11, out-of-court work outs, and rescue financings across industries and jurisdictions. I also serve in a number of fiduciary capacities, including presently as the Chairman of the Celsius Litigation Oversight Committee.

3. Prior to co-founding Uzzi & Lall, I was a senior restructuring partner at Milbank LLP and White & Case LLP for over 18 years in the aggregate. During that time, I was personally involved in senior roles in some of the nation’s largest and most complex chapter 11 cases, including Lehman Brothers, Washington Mutual, American Airlines, Rescap, Charter Communications, Mirant, Adelphia Communications, Purdue Pharma, and ZAIS. I have been recognized for my work in Chambers, Euromoney’s IFLR, The Legal 500, and Expert Guides as one of the World’s Leading Insolvency and Restructuring Professionals.

4. On June 9, 2025 (the “Petition Date”),² Powin and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”). I am knowledgeable and familiar with the Debtors’ day-to-day operations, business and financial affairs, and the circumstances leading to the commencement of these chapter 11 cases (the “Chapter 11 Cases”).

5. Except as otherwise indicated herein, this declaration (the “Declaration”) is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors or the Debtors’ advisors, my opinion based upon my experience,

² Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were filed shortly thereafter on June 10, 2025.

knowledge, and information concerning the Debtors' operations and this industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

6. I make this Declaration for the purpose of apprising the Court and parties in interest of the circumstances that compelled the commencement of these Chapter 11 Cases, in support of the First Day Motions (as defined below), and to articulate the Debtors' goals in these Chapter 11 Cases.

7. To enable the Debtors to minimize the adverse effects of the commencement of these Chapter 11 Cases on their business and its going concern value, the Debtors have requested various types of relief in a number of applications and motions (each a "First Day Motion," and, collectively, the "First Day Motions"). The First Day Motions seek relief intended to maintain the Debtors' business operations for their going concern value and to otherwise preserve value for the Debtors, its stakeholders, and parties in interest. Each First Day Motion is crucial to the Debtors' efforts. Any capitalized term not expressly defined herein shall have the meaning ascribed to that term in the relevant First Day Motion.

8. Section I is an overview of the Debtors' goals in these Chapter 11 Cases. Section II provides an overview of the Debtors' business and organizational structure. Section III describes the circumstances that compelled the commencement of the Chapter 11 Cases. Section IV describes the Debtors' capital structure. Section V provides a summary of the First Day Pleadings and factual bases for the relief requested therein.

I. OVERVIEW

9. Debtor Powin, a Delaware limited liability corporation, and its affiliates are collectively an energy storage integrator based in Portland, Oregon, and with offices around the world in Vietnam, China, Canada, Australia, and Spain. As one of the leading global energy platform providers, Powin and its affiliates are at the forefront of the clean energy revolution. Powin focuses on advancing the next frontier of energy by ensuring access to clean, reliable, resilient, and affordable power through cutting-edge technology. The Debtors' business model

targets innovations in energy storage, which are essential to the planet's transition to a sustainable, carbon-free world.

10. Before the filing of these Chapter 11 Cases, as a result of several factors described further below, the Debtors experienced challenges leading to financial constraints that required engagement with their Prepetition Lenders (defined below) and other parties in interest on an appropriate path forward for the Debtors' business.

11. As explained in more detail in Sections II and IV below, on March 24, 2025, the Prepetition Agent (defined below) and the Debtors' lenders party to the Prepetition Loan Documents (the "Prepetition Lenders," and together with the Prepetition Agent, the "Prepetition Secured Parties") declared payment and covenants defaults and demanded payment in full of the Debtors' Prepetition Secured Debt (defined below). After consultation with Powin's management team and advisors, the Prepetition Agent also exercised its cash dominion rights over certain blocked accounts. On April 25, 2025, the Prepetition Agent exercised remedies against a portion of the Debtors' cash on hand and exercised its rights to appoint me as independent manager for Powin.

12. Upon such appointment, and with the resources available to me at Uzzi & Lall, I took the following steps to stabilize the Debtors' situation:

- a. I quickly engaged Dentons LLP ("Dentons") as legal counsel to support our analysis of strategic alternatives.
- b. I undertook steps to understand the Debtors' liquidity position, and, working with Dentons, successfully negotiated an agreement with the Prepetition Secured Creditors to (i) release cash and (ii) relend \$6.25 million to allow my team an opportunity to evaluate the Debtors' situation and develop a working strategy to maximize value.
- c. I then engaged Huron Transaction Advisory LLC ("Huron") as investment banker to assist the Debtors in raising needed capital and pursuing strategic alternatives.
- d. I participated with the Debtors' existing management in meetings with our largest stakeholders, including our largest vendor, Ace Engineering & Co., LTD ("ACE Engineering"), and our largest customers, to explore both near-term and long-term solutions to the Debtors' deepening liquidity crisis.

- e. During the course of those interactions, two things became clear: (a) the new project or “ESA”³ side of the business was not immediately sustainable, in large part because two of the Debtors’ largest customers terminated their projects during these discussions; and (b) the servicing or “LTSA”⁴ side of the business was vitally important to the Debtors’ customer base, and a community of customers were very interested in supporting this business line.
- f. While certain potential transactions remain in negotiation, we successfully negotiated an interim transaction with a key customer to bridge the Debtors for a period of weeks, and we developed a business model that contemplates sustaining the LTSA business line (the “LTSA Program”) in a manner that preserves the customers projects during the Chapter 11 Cases. The feedback from customers also suggested that the LTSA Program would be best accomplished through a stand-alone entity that was removed and could be reorganized separately from Powin’s legacy liabilities. Consequently, Powin formed a new subsidiary, Powin Project LLC for that purpose.
- g. If we are successful in implementing that LTSA Program, the Debtors will proceed to market their remaining assets for sale under the protection chapter 11 affords.

II. THE DEBTORS’ BUSINESS AND ORGANIZATIONAL STRUCTURE⁵

13. As part of their commitment to clean energy and to accelerate the shift to clean energy alternatives, Powin and its affiliates engineer and install battery energy storage systems (“BESS”) in clean energy power projects. They then provide data-driven software controls, proven hardware, and experienced end-to-end project execution for cell-level monitoring and reporting, as well as other support services like comprehensive maintenance, wrapped warranties, and specialized training to ensure the long term benefits of their deployed BESS. Powin’s products are more than just collections of battery cells; they are active intelligent energy storage and discharge systems powered by Powin’s StackOS™, which are designed to bolster energy distribution to alleviate grid congestion, reduce costs, and strengthen aging infrastructure.⁶

³ The ESA side of Powin’s business is further discussed in Section II and V.

⁴ The LTSA side of Powin’s business is further discussed in Section II and V.

⁵ Capitalized terms used but not defined in this overview section shall have the meanings assigned to them below.

⁶ The information provided in ¶¶ 13-16 is largely derived from the Powin Sustainability Report 2024, *available at* <https://powin.com/wp-content/uploads/2025/04/Powin-Sustainability-Report.pdf>. The report is a public document maintained in the ordinary course of business, but I have not had an opportunity to independently verify it. I make no assurances that such report is accurate.

14. This comprehensive proprietary system integrates an onboard battery management system, thermal management system, and energy management system seamlessly, which Powin continuously monitors remotely in real time from the Powin Battery Lab. The Powin Battery Lab relies on the latest testing facilities, equipment, and experienced specialists to enable better performance, control processes, and strategies for each of its products. With the Powin Battery Lab, Powin is able to provide unparalleled visibility and control into each and every battery cell in the field, empowering clients to make informed decisions on the operational performance of their energy storage assets. Every day, Powin monitors over 5 million battery cells in the field. Additionally, to counter cyber attack threats that could otherwise destabilize connected grids, Powin's system must be continually updated, requiring continual efforts by Powin's experts. Relentlessly focused on innovation and lasting value, Powin optimizes energy management, mitigates risk, and ensures predictable energy throughout the lifetime of its projects.

15. Powin's system, which is now well ingrained into the clean energy landscape, is vital to the vast array of parties in the clean energy space and to future endeavors towards a carbon-free planet writ large. Currently deployed in the field are utility scale Powin BESS worth in excess of \$2 billion that depend on Powin's StackOS™ for their continued operation over, which equates to over 17,000 megawatt-hour ("MWh") of energy storage systems deployed or under construction worldwide. Without Powin's Stack OS™, these BESS cannot operate safely and the worldwide system collapses, jeopardizing billions of dollars of investments in the clean energy space.

16. As further background, in 2016, Powin began commercial operations with the launch of its first utility-scale project, the 9MWh Millikan BESS. Since then, Powin has continued to achieve significant growth, introducing new products and entering new markets. In 2017, Powin built the largest project in Canada, with 40MWh currently operating today in Stratford, Ontario. In 2018, Powin built the largest microgrid battery in Mexico in a project that introduced Powin's first containerized systems. In 2019, Powin expanded its international footprint with projects in Italy, Greece, and Israel. Then in 2020, Powin introduced its Stack 230™ product line and grew new commitments to 4GWh. In 2021, Powin acquired its first external investors. By 2022, Powin

had secured over 17 GWh of new committed installations.

17. At a high level, Powin's business model has two lines of business: (a) the engineering and installation of BESS, which are governed by various energy supply agreements (each, an "ESA"); and (b) the warranties, servicing and maintenance of BESS, which are governed by various long term servicing agreements (each, an "LTSA"). To implement Powin's business plan, Powin entered into these ESAs and LTSAs with its customers, and then used suppliers and vendors to support performance under the ESAs and LTSAs.

A. The Debtors' Organizational Structure.

18. Powin and its affiliated Debtors are as follows:

- Powin Project LLC (New Jersey);
- Powin, LLC (Delaware);
- PEOS Holdings, LLC (Oregon);
- Powin China Holdings 1, LLC (Oregon);
- Powin China Holdings 2, LLC (Oregon);
- Charger Holdings, LLC (Oregon);
- Powin Energy Ontario Storage, LLC (Oregon);
- Powin Energy Operating Holdings, LLC (Delaware); and
- Powin Energy Operating, LLC (Delaware).

19. The Debtors' prepetition organizational structure is attached hereto as **Exhibit A**.

20. **Non-Debtor Powin Entities.** The Debtors' are affiliated with the entities listed below that have not filed chapter 11 petitions at this time:

- Powin Energy Holdings, LLC (Delaware);
- Powin Energy Intermediate, LLC (Delaware);
- Powin Australia Pty Ltd. (Australia);
- Powin Netherlands B.V. (The Netherlands);
- Powin Energy Spain S.L. (Spain);
- Powin UK Ltd. (United Kingdom);
- Powin Canada B.C., Ltd. (Canada);
- Powin Energy Storage 2, Inc. (Canada);
- Powin Energy Ontario Storage II, LP (Canada);
- Yangzhou Finway Energy Tech Co., Ltd. (China);
- Qingdao CIMC-Powin New Energy Technology Co., Ltd. (China);
- Powin (Qingdao) New Energy Co., Ltd. (China);
- Powin EKS SellCo, LLC (Delaware); and
- EKS HoldCo, LLC (Delaware).

21. Powin Energy Holdings, LLC (Delaware) and Powin Energy Intermediate, LLC

(Delaware) are holding companies who own Powin, LLC. While Powin Energy Intermediate, LLC is an obligor on the Prepetition Loan Documents, neither Powin Energy Holdings, LLC (Delaware) nor Powin Energy Intermediate, LLC (Delaware) has any operations or any material assets other than their direct and indirect ownership of the Debtors. The governance and conduct of those entities is outside of the scope of the authority of my appointment as CRO and that of the independent manager, John R. Brecker.

B. The Debtors' Management.

22. As described below, pursuant to the terms of that certain Irrevocable Proxy, dated as of October 25, 2024 (the "Proxy"), Powin LLC's Parent, Powin Energy Intermediate, LLC ("Parent Pledgor"), appointed GLAS USA LLC, as collateral agent for the Prepetition Lenders under the Loan Agreement (the "Prepetition Agent"), as its proxy and attorney-in-fact entitling the Prepetition Agent to, upon an event of default, exercise Parent Pledgor's voting rights and all other rights, powers, privileges, and remedies to which a holder of such Pledged Stock (as defined in the Proxy) would be entitled (including giving or withholding written consents of shareholders, partners, or members). On April 25, 2025, the Prepetition Agent exercised the Proxy and provided notice to Powin and the Parent Pledgor that, from and after the date thereof, it was exercising its rights under the Loan Agreement and the Proxy to direct the voting of all of the Parent Pledgor's held equity interests in Powin to amend the operating agreement of Powin (the "LLC Agreement") to provide that Powin would be a manager-managed LLC and appointed me as independent manager of Powin.

23. On June 8, 2025, the Prepetition Agent exercised its Proxy rights pursuant to Loan Agreement, amended the LLC Agreement for Powin, LLC to include up to two independent managers, and appointed John R. Brecker as an additional independent manager. John R. Brecker has over 30 years as a restructuring professional and is the founder of Drivetrain, LLC, a multi-disciplinary fiduciary services business serving the distressed investing industry with an investor's perspective. John R. Brecker has experience serving as a creditor representative on ad hoc and official creditor committees, as trustee, as examiner, and as independent and creditor-appointed

directorships.

24. Other management remained in place to continue their focus on day-to-day operations, but certain personnel did resign since my appointment, including the Chief Executive Officer (the “CEO”) and the Head of Human Resources. Following these resignations, the independent managers determined to elevate the CEO and Head of Human Resources’ direct reports, Brian J. Kane and Arielle Pachecho, respectively. On June 9, 2025, I resigned as one of Powin’s independent manager and the remaining independent manager, John R. Brecker (the “Independent Manager”) determined to engage my firm to continue providing professional advice and to appoint me as Chief Restructuring Officer. The other management is now as follows:

Name	Position
Brian J. Kane	Chief Executive Officer
Chad Paulson	Senior Vice President & Secretary
Kevin Paprzycki	Chief Financial Officer
Arielle Pachecho	Head of Human Resources

C. Recent Financial Results.

25. In the last audited financials for the year ending on December 31, 2023, the company reported total assets of \$1.16 billion and liabilities of \$1.24 billion. The assets consisted mostly of accounts receivable and inventories related to projects in process. The liabilities related mostly to accounts payable and deferred revenue. The company has not yet closed its books for 2024 or any month in 2025.

III. THE NEED FOR CHAPTER 11 RELIEF AND THE EVENTS LEADING TO THE COMMENCEMENT OF THESE CHAPTER 11 CASES

A. Historical Challenges.

26. Soon after my appointment, my team and I discovered that the Debtors suffered from the following inter-related problems, among others: (a) severe liquidity constraints; (b) an extreme overdependence on trade credit; (c) increasing assertions of liquidated damages entitlements by customers aggrieved by alleged performance delays; and (d) a real credibility problem. My team has not yet had sufficient opportunity to investigate the root cause of these problems but rather, immediately focused on identifying a thoughtful approach to stabilize the

situation in a way to maximize value and minimize potential claims. We fully expect to work cooperatively with any official committee of unsecured creditors (if one is appointed) and any other parties in interest to investigate whether potential claims exist in connection with such root causes of the Debtors' prepetition challenges.

IV. CAPITAL STRUCTURE

A. Secured Debt.

27. Prior to the Petition Date, the Debtors entered into that certain Loan Agreement, dated as of October 1, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Powin, the Parent Pledgor, the Subsidiary Guarantors party thereto (as such term is defined in the Loan Agreement), the Prepetition Agent, as administrative agent and collateral agent, and the Prepetition Lenders. The primary purpose of the credit available under the Loan Agreement was to bridge the debtors' working capital from acquisition of materials from vendors until customers made progress payments in connection with those materials.

28. Under Section 9.1 of the Loan Agreement, each Loan Party (as defined therein) pledged and granted to the Prepetition Agent, for the benefit of the Prepetition Lenders, a security interest in and lien on all of such Loan Party's right, title, and interest in and to substantially of their assets, including the Loan Party's cash.⁷ In connection therewith, Powin entered into (i) that certain Blocked Account Control Agreement dated as of November 12, 2024, by and among Powin, the Prepetition Agent, and JPMorgan Chase Bank, N.A.; and (ii) that certain Deposit Account Control Agreement, dated as of October 1, 2024, by and among Powin, Powin China Holdings 2 LLC, the Prepetition Agent, and HSBC Bank USA, National Association (together, the "Controlled Accounts").

29. As further security for the benefit of the Prepetition Lenders, Parent Pledgor issued the Proxy appointing the Prepetition Agent as its proxy and attorney-in-fact entitling the

⁷ On October 2, 2024, the Prepetition Agent filed UCC-1 Financing Statements with the applicable secretaries of state against each of the Loan Parties.

Prepetition Agent to, upon an event of default, exercise Parent Pledgor's voting rights and all other rights, powers, privileges, and remedies to which a holder of such Pledged Stock (as defined in the Proxy) would be entitled (including giving or withholding written consents of shareholders, partners, or members).

30. On March 24, 2025, the Prepetition Agent sent a default notice (the "Default Notice"): (i) notifying Powin of the occurrence and continuation of payment and covenants defaults; and (ii) terminating all Commitments and declaring all Loans, together with all other outstanding Obligations, immediately due and payable. The Prepetition Agent also exercised control over the Controlled Accounts by issuing two separate Shifting Control Notices and notifying JPMorgan Chase Bank and HSBC Bank of such exercise.

31. On April 25, 2025, following consultation with Powin's management team and advisors, the Prepetition Agent exercised the Proxy and provided notice to Powin and the Parent Pledgor that, from and after the date thereof, it was exercising its rights under the Loan Agreement and the Proxy to direct the voting of all of the Parent Pledgor's held equity interests in Powin to amend the operating agreement of Powin to provide that Powin would be a manager-managed LLC and appoint me as the independent manager of Powin.

32. After my appointment, it became evident that Powin's liquidity position was untenable. I immediately engaged in discussion with the Prepetition Lenders (among others) regarding potential ways to address Powin's liquidity shortfall. As a result of these discussions, the Prepetition Lenders (i) directed the Prepetition Agent to release a substantial amount of cash from the Controlled Account to sustain Powin's operations on multiple occasions and (ii) relent \$6.25 million to Powin under the Prepetition Credit Agreement.

33. On June 9, 2025, the Prepetition Lenders and the Prepetition Agent agreed to forbear from exercising their right, pursuant to the Control Agreements, to direct the Prepetition Agent to direct disbursements from the Controlled Accounts during the period until through June 11, 2025 pursuant to that certain Forbearance, Support and Joinder Agreement.

34. As of the Petition Date, the outstanding secured obligations under the Loan

Agreement were no less than \$25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents.

B. Unsecured Debt.

35. The Debtors estimate that unsecured claims against the Debtors as of the Petition Date are at least \$300,000,000, including: (i) accrued and unpaid amounts owed to the Debtors' trade vendors and customers and other unsecured debt incurred in the ordinary course of the Debtors' business; and (ii) certain ongoing or threatened litigation claims, which are disputed.

V. First Day Pleadings

36. The Debtors request that the relief described below in the First Day Motions be granted, as each request constitutes a critical element in achieving the successful restructuring of the Debtors for the benefit of their creditors.

A. Administrative Motions.

37. In the *Motion of the Debtors for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases; and (II) Granting Related Relief* (the "Joint Administration Motion"), the Debtors request entry of an order directing joint administration of these Chapter 11 Cases for procedural purposes pursuant to Bankruptcy Rule 1015(b) and that the Court maintain one file and one docket for all of the Chapter 11 Cases under the lead case, Powin, LLC (Case No. 25-16137 (MBK)).

38. Joint administration of the Chapter 11 Cases will provide significant administrative efficiencies without harming the substantive rights of any party in interest. Many of the motions, hearings and orders that will be filed in the Chapter 11 Cases almost certainly will affect each of the Debtors. The entry of an order directing joint administration of the Chapter 11 Cases will reduce fees and costs by avoiding duplicative filings, objections, notices, and hearings, and will allow all parties in interest to monitor the Chapter 11 Cases with greater ease and efficiency. I believe that the relief requested in the Joint Administration Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest and will enable the Debtors to continue to operate their business in chapter 11 with the least disruption.

39. In the *Motion of the Debtors Seeking Entry Of an Order Extending Time To (I) File Schedules and Statements; and (II) Granting Related Relief* (the “Schedules and SOFA Motion”), the Debtors request entry of an order granting additional time to file their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs. As a consequence of the size and complexity of the Debtors’ business operations, the number of creditors likely to be involved in these Chapter 11 Cases, and numerous critical operational matters that the Debtors’ management and employees must address, a 28-day extension (without prejudice to further extensions) is necessary and appropriate.

40. In the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors’ Fifty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact Certain Personally Identifiable Information of Natural Persons, and (II) Granting Related Relief* (the “Creditor Matrix Motion”), the Debtors seek entry of interim and final orders: (i) authorizing the Debtors to (a) file a consolidated list of the Debtors’ fifty (50) largest unsecured creditors in lieu of filing separate creditor lists for each Debtor, (b) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, and (c) redact certain personally identifiable information of natural persons; and (ii) granting related relief, and permitting the Debtors’ claims and noticing agent Verita (as defined below) to maintain and update a consolidated creditor matrix (the “Consolidated Creditor Matrix”).

41. Permitting the Debtors to file a Consolidated Creditor Matrix, as opposed to a separate creditor matrix for each Debtor, is, in my opinion, warranted under the circumstances of these Chapter 11 Cases. Indeed, because the Debtors estimate that they have hundreds of creditors and other parties in interest, I believe that filing separate creditor matrices for each Debtor would be duplicative and burdensome. Additionally, I understand that converting the Debtors’ computerized information to a format compatible with the matrix requirements would be time-consuming and, more importantly, would greatly increase the risk of error. As such, I believe that the Debtors’ request to file the Consolidated Creditor Matrix as it is currently formatted and in

accordance with the procedures outlined in the Creditor Matrix Motion is reasonable and warranted under the circumstances

42. Additionally, the Debtors request authority to redact certain personally identifiable information from their lists of creditors. The Debtors respectfully submit that it is appropriate to authorize the Debtors to redact from any paper filed or to be filed with the Court in these Chapter 11 Cases, including the Consolidated Creditor Matrix and their Schedules and Statements, (i) the home, e-mail addresses and any other personally identifiable information, not including names of natural persons that the Debtors identified as employees, and (ii) the names, home addresses, and email addresses of natural persons that the Debtors identified as being customers of the Debtors, as known to the Debtors, unless such names have already been made public in litigation with the Debtors because such information can be used to perpetrate identity theft and phishing scams or to locate survivors of domestic violence, harassment, or stalking under 11 U.S.C. § 107(c)(1).

43. In the *Debtors' Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC DBA Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the "Claims Agent Application") the Debtors seek entry of an order appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent for the Debtors in connection with these Chapter 11 Cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim in these Chapter 11 Cases.

44. I have reviewed Verita's services agreement, which is attached as an exhibit to the proposed order approving the Claims Agent Application, and the description of services that Verita has agreed to provide and the compensation and other terms of the engagement as provided in the services agreement. Based on that review, I believe that the Debtors' estates, creditors, parties in interest and the Court will benefit from Verita's experience and cost-effective methods. The Debtors believe, and I agree, that Verita's rates are competitive and reasonable given Verita's quality of service and expertise and that the appointment of Verita as claims and noticing agent is

the most effective and efficient manner by which to provide noticing and claims processing services in these Chapter 11 Cases.

45. I believe that the relief requested in the Claims Agent Application is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, I respectfully submit that the Claims Agent Application should be approved.

B. Operational Motions Requesting Immediate Relief.

46. The Debtors intend to ask for immediate relief with respect to the following First Day Pleadings and, therefore, will present these motions at the First Day Hearing.

47. The *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Cash Collateral Motion") seeks entry of interim and final orders: (i) authorizing the Debtors to use cash collateral ("Cash Collateral"); (ii) granting adequate protection, solely to the extent provided in the orders, to the Prepetition Secured Parties (as defined herein); (iii) modifying the automatic stay imposed by section 362 of the Bankruptcy Code (the "Automatic Stay") to the extent necessary to implement and effectuate the terms of the orders; (iv) scheduling a hearing to consider approval of the Cash Collateral Motion on a final basis; and (v) granting related relief.

48. Recognizing their immediate need to access Cash Collateral, the Debtors swiftly engaged with the Prepetition Secured Parties on the consensual use of Cash Collateral in furtherance of a comprehensive restructuring transaction. As part of these negotiations, the Debtors and the Prepetition Secured Parties discussed, among other things, a form of budget for the duration of the Chapter 11 Cases, an adequate protection package, and a restructuring timeline that would allow the Debtors to continue to use Cash Collateral while they work expeditiously to seek to restructure their business during the pendency of these Chapter 11 Cases. After extended good faith and arm's length negotiations with the Prepetition Secured Parties, the Debtors reached an

agreement with the Prepetition Secured Parties concerning the consensual use of Cash Collateral, as more fully described below.

49. The *Motion of the Debtors for Entry of an Order: (I) Authorizing the Debtors to Enter into New Customer Program with Existing Customers; (II) Scheduling a Hearing; and (III) Granting Related Relief* (the “Customer Program Motion”) seeks entry of an order: (i) authorizing the Debtors to enter into a new Customer Program with existing customers (“Customers”); (ii) scheduling a hearing to consider approval of the Customer Program Motion on a final basis; and (iii) granting related relief.

50. The Debtors commenced these Chapter 11 Cases to, among other things, reorganize their businesses around the Debtors’ long term servicing line of business. Through this line of business, the Debtors provide their Customers with continuing maintenance and repair services with respect to previously installed Debtor battery systems at Customer sites. The Debtors’ proprietary cloud-based technology and related servicing functionality is highly valuable to their Customers, and, in recent days, the Debtors have conducted in-depth discussions with Customers who have communicated a strong willingness to support the Debtors’ efforts to continue this business line on a focused basis with pricing that is designed to allow the Debtors to continue this business. Successful implementation of this Customer Program will enable the Debtors to pursue a sale process of its remaining assets and therefore represents the most viable way to maximize value in these Chapter 11 Cases.

51. Specifically, the Debtors have been working closely with Customers to develop a cost-plus, and cash flow positive, long term servicing program. Through such program, the Debtors would provide Customers with an amended suite of battery warranty services at a modified price point.

52. The LTSA Program is entirely consistent with the Debtors’ prepetition ordinary course of business. Under the proposed LTSA Program, the Debtors will be providing a reduced scope of service at pricing that is designed to be cash flow positive during the post-petition period. As noted, Customers are very desirous of the Debtors’ continuation of their cloud-based

proprietary technology and related servicing functionality. The termination of the Debtors LTSA Line of Business would have a severely detrimental impact on Customers who are largely incapable of replacing those functions without the Debtors' assistance. In light of the commencement of these Chapter 11 Cases, the Debtors are seeking the instant relief in an effort to be transparent as well as assure Customers participating in the LTSA Program that it is fully authorized and viable.

53. The *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing Use of Cash Management Procedures, Bank Accounts, Credit Cards, and Existing Business Forms; (II) Prohibiting Setoffs and Freezing of Bank Accounts; (Iii) Modifying Requirements of Section 345(b) of the Bankruptcy Code; and (Iv) for Related Relief* (the "Cash Management Motion") seeks entry of interim and final orders: (i) authorizing the Debtors to continue to use (as such capitalized terms are defined below) their existing Cash Management System, Bank Accounts, Credit Cards, and existing Business Forms in the ordinary course of business; (ii) authorizing the Debtors to open or close Bank Accounts or establish new or different Credit Cards, all in the ordinary course of business; (iii) prohibiting applicable banks from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting related relief.

54. The *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Renew, Amend, Supplement, Extend, or Modify Insurance Programs and Pay Obligations Thereunder; and (II) Granting Related Relief* (the "Insurance Motion") seeks entry of interim and final orders: (i) authorizing the Debtors to maintain and renew, amend, supplement, extend, or modify insurance programs and pay obligations thereunder; and (ii) granting related relief.

55. The Debtors maintain various insurance policies providing coverage for, among other things, the Debtors' general liability, workers' compensation, property, automobile liability, professional liability, cyber liability, stock throughput, and directors and officers coverage and excess liability (collectively the "Insurance Policies"), which the Debtors have obtained through

third-party insurance carriers (each an “Insurance Carrier”).⁸

56. The premium amounts for the Insurance Policies (the “Insurance Premiums”) are determined annually and are due in their entirety at policy inception or renewal. The Debtors’ aggregate annual Insurance Premiums under the Insurance Policies total approximately \$2.21 million. As of the Petition Date, the Debtors believe they have paid all Insurance Premiums, but out of an abundance of caution, seek authority to satisfy any outstanding Insurance Premiums.

57. Most of the Debtors’ Insurance Policies will expire between June 11, 2025 and May 12, 2026. Specifically, the Debtors’ cyber liability insurance policy and the director and officer liability insurance policies expire on June 11, 2025. It is critical that the Debtors continue to carry the necessary insurance coverage to operate their business. The Debtors have begun negotiating renewals, extensions and/or entries into new insurance policies with respect to the expiring Insurance Policies. The Debtors have obtained extensions of cyber liability and director and officer liability coverage through September 9, 2025.

58. The Debtors employ USI Insurance Services (the “Broker”) to assist them with the procurement and management of the Insurance Policies. The Broker receives compensation from the Debtors in the form of a commission fee in addition to the Insurance Premiums paid by the Debtors (the “Broker’s Fees”). The employment of the Broker allows the Debtors to obtain and manage the Insurance Policies in an efficient manner and to realize considerable savings in the procurement of such policies.

59. Certain Insurance Premiums and all Brokers Fees are financed through AFCO Credit Corporation (the “Premium Financier”) over a twelve (12) month period through June, 2025. The monthly financing payment amount to the Premium Financier is approximately \$190,000 per month, starting on June 12, 2025. Among the potential remedies available to the Premium Financier for non-payment is the ability to cancel the Insurance Policies and seek a refund of the Insurance Premiums it financed. As of the Petition Date, the Debtors have made all monthly financing payments and believe that they have satisfied all of their obligations to the

⁸ A true and accurate schedule of the Debtors’ Insurance Policies is attached as Exhibit C to the Insurance Motion.

Premium Financier (the “Premium Financing Obligations”).

60. Under the Insurance Policies, the Debtors may be required to pay various deductibles, retention amounts, and administrative fees (together with the Insurance Premiums, the “Insurance Obligations”), depending upon the type of policy and claim involved. As of the Petition Date, the Debtors do not believe that there are any prepetition Insurance Obligations owed.

61. The *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief* (the “Wage Motion”) seeks entry of interim and final orders: (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto (together, the “Employee Compensation & Benefits”); (ii) scheduling a final hearing; and (iii) granting related relief.

62. As of the Petition Date, the Debtors employ approximately 85 non-insider individuals (of which a majority work in Oregon, with the others working in other states) in addition to their executive team (the “Employees”).

63. The Debtors have significantly reduced their workforce this year, including in a reduction-in-force that took place on June 6, 2025. The remaining Employees represent approximately 17% of the Debtors’ workforce compared to January 1, 2025. These Employees remain, because they are critical for the Debtors’ operations – particularly, with respect to the Debtors’ Project and Technology branches of their services business – and to maintaining going concern value for the Debtors’ business. The Employees are difficult to replace, and without the Employees’ services, the Debtors will no longer be able to provide products and services to their customers. A number of the Debtors’ employees have also resigned because of the uncertain situation. The Debtors cannot provide assurances that the Employee Benefit & Compensations will be provided in the ordinary course, the Debtors believe that more resignations will follow.

64. The Debtors are not parties to any collective bargaining agreements.

65. The Debtors' Employees are paid either a salary or on an hourly basis as their primary form of compensation. Employees receive wages and salaries (the "Wages") on a bi-weekly basis every other Friday. The Debtors generally fund their payroll approximately two days before the applicable payday (on the applicable Wednesday).

66. Payroll is generally paid one week in arrears. In the last regular payroll, on June 6, 2025,⁹ the current Employees received payment for services provided through Friday, May 30, 2025. The next payroll, on June 20, 2025, will cover the pay-period of May 31 through June 13, 2025.¹⁰ The Employees are therefore owed prepetition Wages.

67. The Debtors estimate that they owe their Employees an aggregate of approximately \$527,262.17 on account of accrued prepetition Wages (collectively, the "Unpaid Employee Wages"). However, this amount may fluctuate depending on contingencies.

68. Postpetition, the Debtors estimate that their average gross payroll for their Employees will be (before Adjustments/deductions) approximately \$1,150,000 per month.

69. As of the Petition Date, the Debtors believe that they do not owe any Unpaid Employee Wages in excess of the statutory cap of \$17,150 set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Statutory Cap") to any Employees(s).

70. The Debtors utilize software and services from UKG (the "Payroll Provider") to support payroll processing, payroll tax calculations and filings, and other payroll-related services (all such associated costs, collectively, the "Payroll Costs"). The Debtors pay the Payroll Provider a quarterly fee, and the next payment will be due in July, 2025. The Debtors owe the Payroll Provider \$90,616.61, which last payment was due in April, 2025. The Debtors seek authority to honor prepetition and postpetition amounts of Payroll Costs, including amounts owed to the Payroll Provider, to ensure continued payroll services during the Chapter 11 Cases.

⁹ As referenced above, on June 6, 2025, the Debtors conducted a reduction-in-force, and prior to the bankruptcy filing, processed and fulfilled their remaining payment obligations to the terminated employees by depositing funds into the payroll account for the applicable amounts due.

¹⁰ In these payrolls Debtors would ordinarily pay Employees amounts that had been reconciled or adjusted as owed from any previous underpayment, including recently submitted expenses, uncalculated overtime, etc. (with these amounts as the "Adjustments" and which, as applicable are included within the definition of Unpaid Employee Wages).

71. The Debtors may need to utilize independent contractors for services during the Chapter 11 Cases. These independent contractors (the “Supplemental Workforce”) would be paid by the Debtors as needed. As of the Petition Date, the Debtors estimate that approximately \$0 is owed to the Supplemental Workforce.

72. In the ordinary course of business, the Debtors incur obligations on account of Payroll Deductions and Employee Payroll Taxes (each as defined below and collectively, the “Withholding Obligations”).

73. The Debtors routinely deduct amounts from Employees’ wages, including garnishments and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee’s share of healthcare benefits and insurance premiums (the “Payroll Deductions”).

74. The Debtors are required by law to withhold from the Employees’ wages amounts related to, among other things, national, regional, and local income tax (the “Employee Payroll Taxes”) for remittance to the appropriate taxing authorities. The Employee Payroll Taxes are generally processed and forwarded to the appropriate federal, state, or local taxing authority when the Employees’ payroll checks are disbursed.

75. In addition to their wages, the Debtors’ Employees also generally are entitled to receive other forms of compensation, including health benefits, paid time off, and reimbursement of certain business expenses (collectively, the “Employee Benefit Programs”). The Employee Benefit Programs include, but are not limited to: (i) reimbursement of expenses; (ii) paid time off; (iii) a healthcare program, including dental and vision coverage; (iv) health savings accounts or flexible spending accounts; (v) life and disability coverage; (vi) workers’ compensation; (vii) a 401(k) retirement savings plan; and (viii) an ethics and harassment platform.

76. The Debtors customarily reimburse Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtor. Such expenses typically include, but are not limited to, business-related travel expenses (including mileage) and other items (the “Reimbursement Obligations”). Expense reports detailing the Reimbursement Obligations are

submitted for reimbursement by the Employees and generally must be supported by copies of receipts. Expenses are paid with payroll, and the Debtors utilize a vendor, Concur (the “Expense Vendor”). Employees expect that their business expenses will be paid promptly, and Employees may suffer hardship in delay of payment of these expenses.

77. There is commonly delay between when an Employee incurs an expense and submits the corresponding expense report for processing. Therefore, it is difficult for the Debtors to determine the exact amount of Reimbursement Obligations that are due and owing for any particular time period. However, the Debtors believe that few, if any, Employees will be owed expenses earned within 180 days of the Petition Date that would require payment above the Statutory Cap. Upon information and belief, certain of the Debtors’ executives are owed amounts that may exceed the Statutory Cap for recent business travel to Oregon.

78. The Debtors provide eligible (non-insider) Employees with paid time off (“PTO”). Employees are eligible for varying amount of PTO, depending on their length of service and may exercise PTO according to company policy. Recently, the Debtors capped PTO at a maximum of 40 hours, but grandfathered in amounts exceeding 40 hours for Employees that had already accrued more than 40 hours. Upon an Employee’s termination, the Debtors will cash out the Employee’s PTO benefits to the extent required by applicable law.

79. As of the Petition Date, the Debtors estimate they owe \$691,170.14 (before adjustments/deductions) for accrued PTO for current Employees. The Debtors believe that the continuation of PTO policy in accordance with prior practice for their current Employees is essential to maintaining Employee wellness and morale during the Chapter 11 Cases. Further, the policies are broad-based programs upon which all Employees have come to depend, and the continuation of those programs will not create any material cash flow obligations beyond the Debtors’ normal payroll obligations. Moreover, disruptions or changes to these policies could have a direct impact on Employee commitment, morale, and retention, to the detriment of the Debtors.

80. The Debtors also offer parental, bereavement and other leave through their vendor, Voya.

81. The Debtors offer eligible Employees and their eligible dependents (collectively, the “Dependents”) the option of medical, dental and vision insurance. For medical insurance, including prescription drug coverage, the Debtors offer coverage (the “Medical Plan”) through Regence (“Health Provider”). The Debtors bear a percentage of the costs of the Medical Plan for eligible Employees (which amount varies depending on their coverage and Dependents), and the Employees bear the remainder of the costs, based on dependent elections. In the ordinary course of their business, on the first of the month, the Debtors pay the Health Provider premiums for the following month, and, as of the Petition Date, the Debtors are current in payments to the Health Provider.

82. For dental insurance, the Debtors also offer coverage through Delta Dental (the “Dental Plan”). The Debtors bear a percentage of the costs of the Dental Plan for eligible Employees (which amount varies depending on their coverage and Dependents). The Debtors pay for the Dental Plan on the first of the month.

83. For vision insurance, the Debtors offer coverage through VSP (the “Vision Plan,” and, together with the Medical Plan and Dental Plan, the “Health Plans”). The Debtors bear 100% of the costs of the Vision Plan for eligible Employees. The Debtors pay for the Vision Plan mid-month.

84. Prepetition, the Debtors’ monthly cost for the premiums of the Health Plans was approximately \$420,000 per month, which amount should reduce during the Chapter 11 Cases due to the pre-petition reduction in force.¹¹ The Debtors’ Health Plans are fully insured, and there is no estate liability outside of payment of premiums and a monthly fee of \$15,833.33 to the Debtors’ broker, Alliant.

85. The Debtors seek authority, but not direction, to pay any amounts due and to continue to pay, in their discretion, the premiums for the Health Plans incurred postpetition and to maintain their Health Plans.

¹¹ Given the reduction of the size of the Debtors’ workforce, the providers for the Health Plans will likely have a right to re-negotiate terms of the Health Plans, which could result in a higher per-capita, but lower gross, amount owed by the Debtors.

86. The Debtors also offer their Employees the benefit of maintaining a respective health-savings account (the “HSA(s)”) and a flexible savings account (the “FSA(s)”) through Rocky Mountain Reserve (the “HSA & FSA Benefits”). Employees contribute to the FSAs at their election, and the Debtors do not contribute to the FSAs.

87. The Debtors contribute to HSAs based on the type of coverage for the Employee. The Debtors contribute semi-annually to Employee HSAs, with the next payment due in July, 2025. Additionally, the Debtors pay a monthly administration fee to Rocky Mountain Reserve of approximately \$3.75 per employee HSA enrollee and \$2.75 per Employee FSA enrollee.

88. The Debtors are required to offer certain of their former Employees certain health benefits following termination of employment under § 4980B of the Internal Revenue Code to administer Continuation Health Coverage (“COBRA”) (*see* 26 U.S.C. § 4980B) Pursuant to COBRA, former Employees of the Debtors (the “COBRA Eligible Employees”) may continue using certain health benefits (the “COBRA Benefits”), and are entitled to continue to receive COBRA Benefits for up to eighteen, and occasionally thirty-six, months following termination of employment. The Debtors’ COBRA Eligible Employees are typically responsible for paying all costs associated with the COBRA Benefits.

89. The Debtors have also provided COBRA benefits to employees that have been previously terminated, for which the Debtors are responsible for payment, which responsibility extends, to the Debtors belief, through September, 2025. Certain current Employees also have similar COBRA benefits in their contract upon severance.

90. The Debtors pay a 2% administrative fee for enrolled COBRA participants. The Debtors request authority, but not direction, to (a) pay any prepetition amounts outstanding on account of the COBRA Benefits; (b) to continue to offer the COBRA Benefits, including to Employees who may be terminated after the Petition Date, if any, and to honor all postpetition obligations related thereto in the ordinary course of business consistent with past practices; and (c) to continue to pay fees related to the COBRA Benefits in the ordinary course of business on a postpetition basis.

91. The Debtors offer eligible Employees premium based group life insurance (“Life Insurance”) and accidental death and dismemberment insurance, disability and other similar insurance (“AD&D Insurance”) through Voya. The Debtors also offer background check insurance (“Background Check Insurance”) through Accurate Ace. The Debtors pay premiums monthly, and the prepetition amount of monthly premiums for Life Insurance, AD&D Insurance and Background-Check Insurance total approximately \$30,000 per month, less voluntary employee deductions, which amount should be reduced during the Chapter 11 Cases due to the prepetition reduction in force.

92. The Debtors’ Employees and their families depend on insurance provided by the Debtors as a fundamental aspect of compensation. Any disruption or perceived-disruption regarding insurance benefits or coverage would damage morale and may cause Employees to seek employment elsewhere. The Debtors are not current on their insurance obligations and owe Voya estimated amounts of \$85,897.89 for AD&D Insurance and \$111,591.37 for Life Insurance. The Debtors seek authority, in their discretion, to pay these amounts and any accrued and unpaid prepetition premiums and related charges, to continue the above benefits post-petition and to deliver the Employees’ portion of any accrued and unpaid prepetition premiums for the AD&D Insurance and Life Insurance to the corresponding administrators in connection with the payment of the Wages and withholding obligations.

93. The Debtors maintain workers’ compensation insurance for their Employees at the statutorily required level for each state in which they have Employees (collectively, and as described herein, the “Workers’ Compensation Program”). As part of the Workers’ Compensation Program, the Debtors maintain a workers’ compensation insurance policy with Zurich American Insurance Company (the “Workers’ Compensation Insurance Policy”). The Debtors must continue claim assessment, determination, adjudication, and payment pursuant to the Workers’ Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers’ compensation laws and requirements.

94. The Debtors are not aware of any active, open claims under the Workers' Compensation Program. To the extent any Employees assert claims arising under the Workers' Compensation Program, the Debtors request that the Court modify the automatic stay under section 362 to permit the Employees to proceed with such claims. This requested modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

95. Because the Debtors are statutorily and/or contractually obligated to maintain the Workers' Compensation Program, their inability to do so may result in adverse legal consequences that potentially could disrupt the reorganization process. As of the Petition Date, the Debtors do not believe that there are any prepetition amounts outstanding on account of accrued but unpaid Workers' Compensation Program obligations.

96. The Debtors offer eligible Employees the opportunity to participate in a defined 401(k) contribution plan through Empower, which allows for voluntary employee pre-tax deferrals (the "Retirement Plan"). Employees participating in this program may contribute up to 90% of their salary up to the federal statutory cap per year, and the Debtors deduct the employee pre-tax deferrals from Employee paychecks for each pay-cycle. The Debtors' Retirement Plan includes a match (each pay-period) by the Debtors of up to 100% up to the first 3%, and 50% on the next 2% of Employee contributions. Failure to timely forward the Employees' Retirement Plan deductions may be a violation of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), resulting in potential personal liability for the Debtors' officers for such deducted amounts. Maintaining the Retirement Plan as a part of the Employee Benefit Programs is critical to maintaining employee morale.

97. Administration fees for the Retirement Plan are paid through plan assets.

98. The Debtors maintain an ethics and harassment platform (the "Platform") with NAVEX Global to assist their Human Resources department and to provide mandatory and discretionary training to employees. The Debtors pay a \$30,000 annual fee. The Debtors are not current, and, if the Debtors do not make payment by June 18, 2025, service will be suspended. The

Debtors seek authority, in their discretion, to pay this amount and amounts due relating to the Platform.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 10th day of June 2025, at Sea Bright, New Jersey in Monmouth County.

Signed by:

Gerard Uzzi

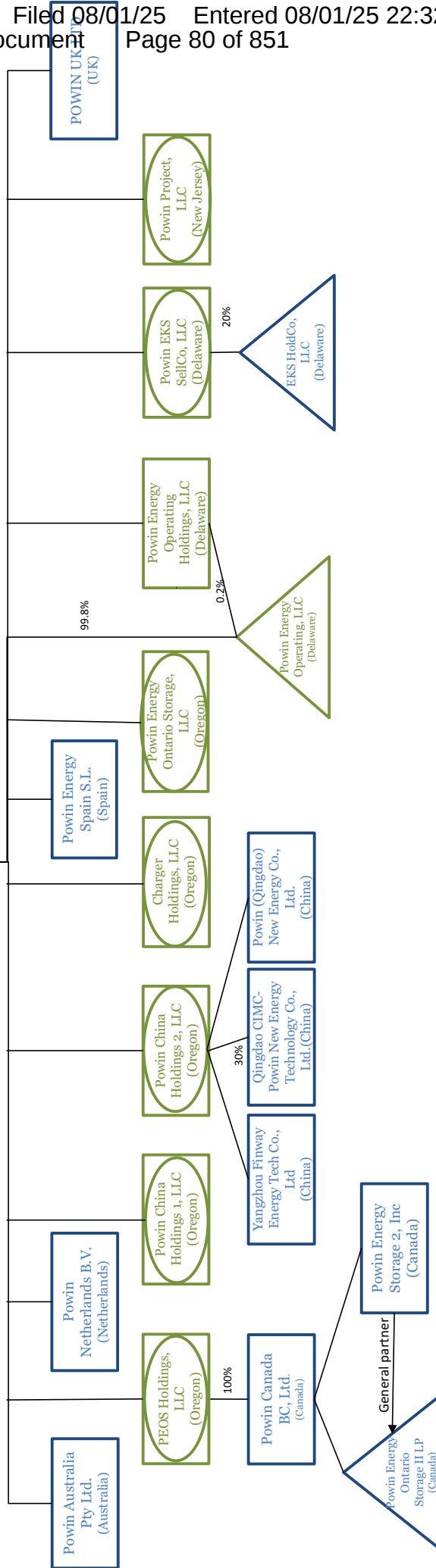
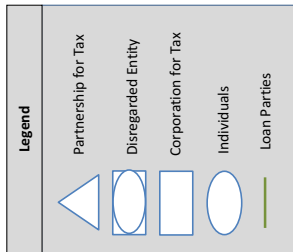
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Gerard Uzzi

Exhibit A

(Powin's Organizational Structure)

Privileged & Confidential



Note: all ownership percentages are 100% unless otherwise noted

CONFIDENTIAL

Exhibit 4

(Declaration of Gerard Uzzi)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

DECLARATION OF GERARD UZZI

I, Gerard Uzzi, hereby state and declare as follows:

1. I am the Chief Restructuring Officer (the “CRO”) of Powin, LLC (“Powin”) and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”). I testify in support of the *Debtors’ Motion for Entry of an Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II Related Relief* (the “Motion”) (unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Motion).

2. Except as otherwise indicated herein, this declaration (the “Declaration”) is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors or the Debtors’ advisors and professionals, and my opinion is based upon my experience, knowledge, and information concerning the Debtors’ operations and this industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], (ix) Powin Energy Operating, LLC [6487] (x) Powin Energy Storage 2, Inc., [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

3. In incorporate my testimony in my previous *Declaration of Gerard Uzzi in Support of Emergency First Day Motions* (the “First Day Declaration”). [Docket No. 13].

4. I am a Managing Partner and Founder of CBMN Advisors LLC d/b/a Uzzi & Lall (“Uzzi & Lall”). I have extensive experience advising companies, boards of directors, senior management, creditors, equity holders, and investors in stressed and distressed situations, including chapter 11, out-of-court work outs, and rescue financings across industries and jurisdictions. I also serve in a number of fiduciary capacities, including presently as the Chairman of the Celsius Litigation Oversight Committee.

5. Prior to co-founding Uzzi & Lall, I was a senior restructuring partner at Milbank LLP and White & Case LLP for over 18 years in the aggregate. During that time, I was personally involved in senior roles in some of the nation’s largest and most complex chapter 11 cases, including Lehman Brothers, Washington Mutual, American Airlines, Rescap, Charter Communications, Mirant, Adelphia Communications, Purdue Pharma, and ZAIS. I have been recognized for my work in Chambers, Euromoney’s IFLR, The Legal 500, and Expert Guides as one of the World’s Leading Insolvency and Restructuring Professionals.

6. The Debtors entered these Chapter 11 Cases with a substantially-reduced workforce, without DIP financing and without any bids to buy their assets. Thanks to the heroic efforts of the Debtors’ remaining employees, the Debtors now have financing and are pursuing an orderly, but speedy, sale process.

7. From the beginning of the Chapter 11 Cases, the Debtors have determined that there is an acute need to retain and incentivize their key employees for the success of their Chapter 11 Cases (*see infra* concerning the roles of the KERP Participants and KEIP Participants). Both before the Chapter 11 Cases and before the Motion was filed, the Debtors have communicated to

Employees that the Debtors would develop and seek approval of retention and incentive bonus programs.

a. The Debtors' Employees

8. Before the Petition Date, the Debtors significantly reduced their workforce. The Debtors also issued multiple pre-petition notices under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Chapter 23 (the "WARN Act").

9. The Debtors undertook their largest reduction-in-force on June 6, 2025, wherein they terminated 285 employees.

10. The Debtors' remaining seventy-two (72) Employees represent approximately 15% of the Debtors' workforce compared to January 1, 2025. These Employees remain because they are critical for operating and maintaining the value of the Debtors' business. The Employees largely support the project and technology branches of their services business. Further, the Debtors employ the five (5) KEIP Participants, who manage the Debtors' business. *See infra*. The Employees cannot be replaced, and without the Employees' services, the Debtors will no longer be able to provide products and services to their customers.

11. Though the Debtors' Employees ordinarily receive compensation through base salary and bonus, in the Wage Motion the Debtors did not seek approval to pay bonuses to Employees. Instead, in the Wage Motion, the Debtors stated: "Soon, the Debtors anticipate filing a motion seeking authorization to further retain and incentivize employees through bonuses to be issued under newly designed 'KEIP' and 'KERP' programs." Wage Motion at ¶ 1. At the first-day, interim hearing for the Wage Motion, counsel for the Debtors stated: "[T]he employees here are our priority, and retaining and incentivizing them [is] a top priority in the case. [The Debtors]

hope to develop and file further retention and incentive programs.” See Tr. of June 11, 2025 Hearing at 36-37.

12. Even with the relief provided in the Wage Motion, the Debtors have still experienced attrition, with at least sixteen resignations since the Petition Date and numerous other Employees expressing concern or previewing their potential resignation to the Debtors. During the Chapter 11 Cases, the Debtors’ own customers, in fact, have approached and hired away several of the Debtors’ skilled Employees.

b. The Sale Process and the Need to Retain and Incentivize Employees

13. Upon information and belief, the Stalking Horse Bidder, if they are the winning bidder, will not offer employment to all of the Employees given redundancies with the Stalking Horse Bidder’s business. If no offer is given by a winning bidder, the Debtors, having sold their assets, will be forced to terminate the positions of these employees without cause (with such terminated employees, the “Terminated Employee”). During and after the sale process, the Debtors have and will continue to be transparent with Employees whose position may or will be terminated after a sale.

14. The Debtors are actively conducting their sale process. Multiple bidders have inquired regarding whether and how the Debtors will retain employees through closing. These bidders recognize the value that all the employees provide to preserving value of the business, whether those employees are selected or not to continue on working for any given bidder.

c. The Development of the KERP and KEIP

15. The Debtors enlisted Uzzi & Lall and their investment banker Huron Transaction Advisory LLC (“Huron”) to support the development of the KERP and KEIP. The Debtors, their professionals and I reviewed and considered: (i) the Debtors’ financial resources and employment

requirements during these Chapter 11 Cases; (ii) the views of the Debtors' management with respect to what was necessary and appropriate to achieve the stated goals; and (iii) employee programs approved by bankruptcy courts.

16. These comparable plans include various cases in this district and other districts, including, as the KERP: *In re Sam Ash Music Corp.*, Case No. 24-14727 (SLM) (Bankr. D.N.J. June 13, 2024) (approving KERP for ten (10) percent of salary for 21 employees in aggregate of \$234,000); *In re Agway Farm & Home Supply, LLC*, Case No. 22-10602 (JKS) (Bankr. D. Del. Nov. 21, 2022) (debtor had terminated approximately half of employees before filing for bankruptcy and undertook sale process in bankruptcy) (approving KERP for fourteen employees in aggregate of \$285,000); *In re SLT HoldCo, Inc.*, Case No. 20-18368 (MBK) (Bankr. D. N.J. July 22, 2020) (approving KERP for \$217,284 for eight (8) employees during sale process, ranging from approximately 17 to 25% of the employees' salary); *In re MobiTV*, Case No. 21-10457 (LSS) (Bankr. D. Del. Apr. 7, 2021) (approving KERP for all non-insider employees after debtor had reduced its workforce pre-petition) (awards ranged from 5.0% to 25.1% of their base salary); *In re Oneweb Global Limited, et. al.*, Case No. 20-22437 (RDD) (Bankr. S.D.N.Y. May 29, 2020) (debtors executed prepetition RIF of 90% of workforce, and Court approved (i) KERP for 47 remaining employee totaling \$3 million (40% of salary paid in quarterly installments); *In re KB Toys, Inc.*, No. 08-13269 (KJC) (Bankr. D. Del. Jan. 6, 2009) (approving retention plan for 28 non-insider employees contemplating payments of approximately \$300,000); *In re Mervyn's Holdings, LLC*, No. 08-11586 (KG) (Bankr. D. Del. Oct. 30, 2008) (approving retention plan for 93 non-insider employees contemplating payments of approximately \$1.3 million); and, as to the KEIP: *In re Sam Ash Music Corp.*, Case No. 24-14727 (SLM) (Bankr. D.N.J. June 13, 2024) (approving KEIP for four employees in maximum aggregate of \$107,000 for asset sales targeting at \$10

million), *In re Agway Farm & Home Supply, LLC*, Case No. 22-10602 (JKS) (Bankr. D. Del. Nov. 21, 2022) (approving KEIP for President and CEO in maximum of two (2) percent of sale proceeds, up to a maximum of \$75,000 (24.6 of the executive's salary) payable upon closing of sales of substantially all of the debtor's assets), *In re Ashley Steward Holdings, Inc.*, 2014 WL 2013372 (MBK) (Bankr. D. N.J. Apr. 23, 2014) (for \$23 million stalking horse bid, approving KEIP in aggregate of in range of \$350,000 to \$1.4 million to ten employees), and *In re Revel AC, Inc.*, Case No. 14-22654 (MBK) Bankr. D. N.J. June 30, 2014) (approving KEIP of aggregate amount of \$1,525,000 for five (5) employees for meeting cash flow goals and additional amount for sale closing above threshold amount).

d. The KERP and KEIP are Reasonable and Should be Approved

17. I believe that both the KERP and KEIP are reasonable and a sound exercise of the Debtors' business judgment. In fact, they are on the low end on a per-capita basis given the size and complexity of the Chapter 11 Cases. Commonly in such complex Chapter 11 Cases, the Debtors would seek much higher bonuses for top executives and not seek to pay rank-and-file employees at the same percentage. The KERP and KEIP were therefore designed to enable the success of the Chapter 11 Cases while recognizing the economic realities of the Chapter 11 Cases.

e. Approval of the KERP and KEIP

18. The Debtors presented the KERP and KEIP for consideration to the Debtors' Independent Director who approved the programs.

f. The KERP

i. The KERP Participants and their Value

19. The Debtors have identified sixty-seven (67) Employees as KERP Participants. The KERP Participants are all the Employees of the Debtors that are not KEIP Participants.

20. The KERP Participants are integral to the Debtors' business. The KERP Participants, unlike the majority of the Debtors' pre-petition employees, remain because the Debtors determined their services were necessary to the success of the Debtors' Chapter 11 Cases and the sale process. From an operational standpoint, the Employees are necessary for the Debtors to have the capacity to answer customer questions and manage servicing of the Debtor's assets and contracts. From a sale-process standpoint, the Employees will maintain going-concern value, including concerning transitioning the assets to new operations and maintaining customer support, and as needed, will assist the Debtors' leadership in responding to inquiries concerning diligence.

21. The KERP Participants are not responsible for setting company policy and generally do not attend senior management meetings or participate in meetings of the Debtors' Board of Directors or any of its committees. In fact, many of the KERP Participants' duties are limited to implementing tasks within a particular division or department. As such, their titles reflect their relative position below upper management and functions within the organization and do not reflect any real insider status or responsibility. Although certain of the KERP Participants hold titles such as "manager" they do not take part in the strategic management or decide "critical financial decisions" of the Debtors.

ii. *The Terms of the KERP*

22. Under the proposed KERP, each KERP Participant will receive monetary awards (the "KERP Award(s)") (with such payments of the KERP Awards, the "KERP Payment(s)").

23. KERP Participants will earn a KERP Award of ten (10) percent of the their annual salary through one or more payment(s) upon a closing of a Sale Transaction (the "Closing"), which KERP Award will be payable at or shortly after a Closing (the "KERP Retention Bonus").

24. If the KERP Participant voluntarily leaves employment prior to the Closing, or such KERP Participant is terminated for cause, that KERP Participant will forfeit the entire KERP Award. For the avoidance of doubt, the termination of a KERP Participant because of redundancies of a Sale Transaction and/or the failure of any Buyer to offer employment to a KERP Participant after a Closing will not be considered termination “for cause.”² Neither the (i) termination of the employment of a KERP Participant without cause nor (ii) death or disability shall affect any right of a KERP Participant to a KERP Award, and KERP Awards will be earned upon the occurrence of any triggering event(s), regardless of whether the event(s) occurred after (i) termination without cause or (ii) death or disability.

25. If every KERP Participant remains eligible, total KERP Payments are estimated to be \$993,936 (the “KERP Maximum”). The KERP Maximum, however, shall be reduced dollar for dollar based upon attrition due to termination for cause or resignation.

26. KERP Payments will be made after payments of the secured amounts owed to the Debtors’ Prepetition Secured Parties (or applicable holders) and DIP Lender.

g. The KEIP

27. The KEIP Participants are five (5) members of the Debtors’ senior leadership team, consisting of the Debtors’ (i) Chief Executive Officer, (ii) General Counsel, (iii) Chief Financial Officer, (iv) Chief Operating Officer and (v) Head of Human Resources. This team is responsible for executing the Debtors’ operating and strategic plans, including maintaining the Debtors’ business operations with reduced staff, overseeing and addressing issues during these Chapter 11

² For purposes of the KEIP and KERP, “cause” means (i) failure to materially perform the duties for which they are employed, (ii) willful violation of a material policy of the Debtors, (iii) commission of any act or acts of fraud, embezzlement, dishonesty, or other willful misconduct, (iv) material breach of any of their obligations under any written agreement or covenant with the Debtors, or (v) an act of dishonesty resulting or intended to result, directly or indirectly, in their gain for personal enrichment at the expense of the Debtors.

Cases, interfacing with customers, and maintaining a culture among the Debtors' employees during these Chapter 11 Cases. In addition, the KEIP Participants shoulder the burden of moving the Debtors' sale forward, answering bidder questions and providing information to the Debtors' professionals. The KEIP Participants are vital to the on-going stability, continuity, and strength of the Debtors during these Chapter 11 Cases and the sale process.

28. This challenge is compounded by the nature of the Debtors' business, which is built on trust, reputation and communication that the KEIP Participants have earned from counterparties. Vendors, partners and customers may be cautious to continue to do business with the Debtors in the face of a challenging market and press coverage. The KEIP Participants have offset such fears through outreach and open communication with their employees and customers, and, now, will do the same when communicating with bidders.

29. Under the proposed KEIP, the KEIP Participants may earn bonuses (the "KEIP Award(s)," and with payments of these amounts as the "KEIP Payment(s)"). A KEIP Participant may earn up to two KEIP Bonuses: (i) a KEIP Bonus earned upon compliance with DIP Financing milestones and parameters (the "KEIP DIP Bonus"); and/or (ii) a KEIP Bonus payable upon a Closing (the "KEIP Sale Bonus").

30. The KEIP DIP Bonus will be earned if the Debtors comply with the Approved Budget before Closing, and will be payable at or shortly after Closing (when it is anticipated that the DIP Facility will be repaid). The KEIP DIP Bonus for each eligible KEIP Participant will be five (5) percent of their annual salary.

31. The KEIP Sale Bonus will be earned upon the occurrence of a successful closing under which the Debtors receive proceeds of \$40 million or greater in cash or cash equivalents (including retirement of secured debt) (a "Successful Closing") and will be payable at or shortly

after a Successful Closing. The KEIP Sale Bonus for each eligible KEIP Participant will be five (5) percent of their annual salary.

32. Therefore, each KEIP Participant may earn up to ten (10) percent of their salaries if the Debtors perform under the Approved Budget and execute a Successful Closing. The maximum amount payable under the KEIP is estimated to be \$205,500 (the “KEIP Maximum”).

33. If a KEIP Participant is terminated for “cause,” or voluntarily ends his or her employment, he or she will not receive any future KEIP Award. For the avoidance doubt, the termination of a KERP Participant because of redundancies of a Sale Transaction and/or the failure of any Buyer to offer employment to a KERP Participant after a Closing will not be considered termination “for cause.” Neither the (i) termination of the employment of a KEIP Participant without cause nor (ii) death or disability shall affect any right of a KEIP Participant to a KEIP Award, and KEIP Awards will be earned upon the occurrence of any triggering event(s), regardless of whether the event(s) occurred after (i) termination without cause or (ii) death or disability.

34. KEIP Payments will be made after payments of the secured amounts owed to the Debtors’ Prepetition Secured Parties (or applicable holders) and DIP Lender.

35. The KEIP Participants have already worked strenuously to get the Debtors to the precipice of a sale process, with a Stalking Horse APA for \$36 million plus the \$2 million Retention Payment (as defined in the Stalking Horse APA) and the DIP Facility in hand. This is a remarkable achievement given the state of affairs on the Petition Date (with no offer and no DIP financing).

36. The KEIP Participants have stayed with the Debtors and worked hard and worked well. I believe that this hard work has been in part because, to incentive the employees, Debtors

told their KEIP Participants they would be rewarded through a KEIP both privately and in public (such as at the Wage Motion hearing).

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 23rd day of July 2025, at Sea Bright, New Jersey in Monmouth County.

/s/ Gerard Uzzi
Gerard Uzzi

Exhibit 5

(First Day Hearing Transcript)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE: . Case No. 25-16137 (MBK)
 . Chapter 11
POWIN, LLC, ET AL., . (Joint Administration Requested)
 .
Debtor. . U.S. Courthouse
 . 402 East State Street
 . Trenton, NJ 08608
 .
 . June 12, 2025
 . 9:31 a.m.
.

TRANSCRIPT OF FIRST-DAY MOTIONS
BEFORE THE HONORABLE MICHAEL B. KAPLAN
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

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For U.S. Trustee:

Department of Justice
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Provider:

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1 (Proceedings commenced at 9:31 a.m.)

2 THE COURT: All right. Good morning, folks. This is
3 Judge Kaplan.

4 We'll be hearing the Powin matters. Hold on one
5 second. Let everybody adjust their monitors.

6 This morning's hearing is being conducted on a hybrid
7 basis with counsel in the Court, which is a nice change, plus
8 remote appearances. For those who are appearing remotely and
9 wish to be heard, please make use of the "raise hand" function
10 and we will do our best to spot you.

11 For those in Court, I'll ask that we have
12 appearances.

13 Good morning, Mr. Togut. How are you?

14 MR. TOGUT: I'm fine, Your Honor. I've been here
15 many times, but only by Zoom. So it's a pleasure to be here in
16 person.

17 THE COURT: It threatens different when it's live.

18 MR. TOGUT: Well, you have a beautiful courtroom.
19 It's very nice.

20 THE COURT: Thank you.

21 MR. TOGUT: You can't really see all that so well on
22 Zoom.

23 We're pleased to be here. We filed these cases very
24 late on Monday night. I want to thank your staff, the clerk of
25 the Court, the U.S. Trustee, for just being incredibly helpful

1 in doing what we needed to do to be able to be here today.

2 With me for my team is Eitan Blander, who will be
3 presenting some of the first days. The rest of my team is
4 watching by Zoom, headed by Frank Oswald, who really led the
5 effort for my firm.

6 I'd like to introduce Van Durrer from the Dentons
7 firm, and he will do most of the talking. I'll sit down.

8 THE COURT: All right. Thank you.

9 MR. TOGUT: Thank you.

10 THE COURT: Good morning, Mr. Durrer.

11 MR. DURRER: Good morning, Your Honor. Van Durrer of
12 Dentons.

13 I don't think I've seen you since the November Mass
14 Tort Bench Bar Conference up in D.C., but it's a pleasure to be
15 in your courtroom.

16 THE COURT: Pleasure not to have a mass tort.

17 (Laughter)

18 MR. DURRER: I will second that emotion.

19 As Your Honor is aware and as Mr. Togut mentioned,
20 these debtors did not enter Chapter 11 on the typical cadence.
21 So I want to echo Mr. Togut's remarks about the resilience,
22 diligence, and professionalism of all the Court staff,
23 including chamber staff.

24 I also want to remark, I think Mr. Sponder is with us
25 by Zoom. I wanted to remark that the United States Trustee's

1 Office actually provided comments and suggestions on our first
2 days in less than 24 hours from when we filed the papers,
3 vastly overexceeding what they had promised. So thanks for
4 that.

5 I want to start, Your Honor, with a few
6 introductions. First of all, our CEO, Brian Kane, is here with
7 us.

8 THE COURT: Good morning.

9 MR. DURRER: Mr. Kane hails from Collingswood, New
10 Jersey, just a bit further down the road and is a proud alum of
11 Rutgers. These days, he lives a little further up north.

12 Also Gerard Uzzi is the CRO of the company. He also
13 lives right here in New Jersey.

14 Finally, Mitchner Turnipseed is our investment banker
15 from Huron Transaction Advisory.

16 From Dentons, my partner John Beck is here, who will
17 be presenting cash collateral and cash management. And our
18 Houston colleague, Casey Doherty, will be presenting the wages
19 motion.

20 Tania Moyron, the chair of our restructuring practice
21 at Dentons, is also on Zoom. Among other things, she worked
22 tirelessly over the past couple of weeks on dealing with the
23 company's complex labor situation on three continents around
24 the globe, but we are not seeking any relief on those matters.

25 THE COURT: All right. Good morning.

1 MR. DURRER: When the advisory team was originally
2 engaged, Your Honor, just a short bit ago, we quickly
3 discovered that Powin was deeply troubled and severely
4 liquidity constrained, more so than we had originally
5 understood. Indeed, there are macroeconomic factors at play.
6 Due to certain policy changes, \$8 billion worth of clean energy
7 deals have been canceled, even this year, 2025.

8 Two energy companies, Mosaic and Sunnova, have filed
9 in recent days. To give you a sense of what the company does,
10 Powin engineers, supervises the installation of, and services
11 battery energy storage systems for green energy plants around
12 the planet. Many of these systems, including in particular
13 solar, are really only sustainable where a battery system is
14 also deployed so that the system can run around the clock when
15 the sun goes down, for example.

16 Among the companies that supply this service, and
17 especially the ongoing repair and maintenance function, Powin
18 holds a 20 percent market share and is the largest provider,
19 according to some estimates. Indeed, every other player in the
20 marketplace has teens or single digits market share. Powin is
21 the largest.

22 So in short, Powin's failure would have a devastating
23 impact on that marketplace because it would effectively cut
24 customers off from critical data, functionality, and services.
25 With that understanding, we naturally turned to Powin's

1 customers to develop a pathway forward.

2 After a lot of engagement, the feedback from
3 customers was clear. There was a strong desire for Powin to
4 remain viable on the one hand, but customers wanted some
5 assurance that projects would not be plagued with Powin's
6 legacy problems, on the other hand. To that end, Powin formed
7 Powin Project LLC here in New Jersey. Given the aforementioned
8 ties to the area, Powin's largest creditor has key personnel in
9 New Jersey as well.

10 So pending the customer relief we'll talk about soon,
11 Powin Project's primary asset today is a cash account held here
12 in Trenton. Once we get through today's hearing, Your Honor,
13 hopefully successfully, we will turn to the business of our
14 employees. We need to develop retention programs for them.
15 They're vital to the success of Powin, and that will be a top
16 priority once we clear today.

17 So on the basis of this customer strategy that we're
18 developing, a vital element of that was the debtors'
19 pre-petition secured lenders agreeing to allow the consensual
20 use of cash collateral. That agreement is not without material
21 risk on their part, and we agreed to a commercial deal that
22 accommodates that risk and takes it into account and fairly
23 compensates them for it. Candidly, the lenders have been very
24 good partners, and we would be in a very different place
25 without their support.

26 That's all I have to open, Your Honor, except for one

1 thing. I do want to move the admission of Mr. Uzzi's first-day
2 declaration, if Your Honor will accept that into evidence.

3 THE COURT: All right. Let me hear from counsel
4 either present or appearing remotely, any objection to the
5 admission of the Uzzi declaration?

6 (No audible response)

7 THE COURT: Counsel?

8 MR. DURRER: Oh, pardon me.

9 MS. TANCREDI: Good morning, Your Honor. Lisa
10 Tancredi on behalf of the surety bond provider in this case.

11 We have a \$20 million customs bond that benefits the
12 debtor. I have no objection to the admission of the
13 declaration so long as he's subject to cross-examination.

14 THE COURT: Do you intend to cross-examine?

15 MS. TANCREDI: I do have a few questions for him,
16 yes.

17 THE COURT: All right. We'll admit the declaration
18 subject to the cross-examination.

19 (Declaration of Gerard Uzzi admitted to evidence)

20 MR. DURRER: Thank you, Your Honor.

21 THE COURT: All right.

22 MR. DURRER: I'm just going to yield the floor to
23 Mr. Blander to go over his matters, Your Honor.

24 THE COURT: All right. Thank you.

25 MR. BLANDER: Good morning, Your Honor. Eitan

1 Blander, Togut, Segal & Segal, co-counsel for the debtors. My
2 Pro Hac Vice application was submitted previously. It's at
3 Docket Number 20.

4 If acceptable, Your Honor, I'll continue with the
5 administrative motions which constitute the first five agenda
6 items.

7 THE COURT: Welcome to New Jersey, yes.

8 MR. BLANDER: Thank you, Your Honor.

9 I'm actually going to start with the second agenda
10 item, which is the debtors' motion for an order directing joint
11 administration of the Chapter 11 cases. This was filed at
12 Docket Number 3. We provided copies of the motion to the U.S.
13 Trustee with minor comments to the preamble of the order which
14 were incorporated in the red line that was sent to chambers
15 last night. This is a standard motion, and unless Your Honor
16 has any questions, we'd ask that it be granted.

17 THE COURT: Mr. Sponder or Ms. Bielskie. I see
18 Mr. Sponder's name on the screen. I understand that you're
19 engaged in juggling a couple of projects at the moment. So to
20 make things more expedient, to the extent there are any
21 concerns of the U.S. Trustee's Office that go beyond the
22 comments that have already been submitted to the parties-in-
23 interest, you'll advise and you'll use either the raise-hand
24 function or simply weigh in. Otherwise, I'll assume that your
25 concerns have been addressed. Is that fair enough,

1 Mr. Sponder?

2 MR. SPONDER: Thank you, Your Honor. Jeff Sponder
3 from the Office of the United States Trustee.

4 I maybe can make it a little bit easier than that,
5 Your Honor.

6 THE COURT: All right.

7 MR. SPONDER: With respect to joint administration,
8 insurance, wages, cash management, the notice agent, creditor
9 matrix, the complex case designation, and then extension of
10 schedules, we were resolved on all eight of those motions and
11 the orders. I will say that I believe we ended up with the
12 extension of schedules to July 17th with a proposed 341 date of
13 July 23.

14 But I understand all of our requested revisions have
15 been incorporated in those eight orders and what we have issues
16 with would just be the cash collateral and the customer program
17 one.

18 Thank you, Your Honor.

19 THE COURT: All right. Thank you. That helps
20 tremendously.

21 Then, with respect to the second item on the agenda,
22 seeing no other raised hands, motion granted.

23 MR. BLANDER: Thank you, Your Honor.

24 I'll then turn to the first agenda item, which is the
25 debtors' application for designation as a complex Chapter 11

1 case. This was filed at Docket Number 6.

2 As stated in the application, these cases satisfy the
3 criteria as a complex case pursuant to Local Rule 1002(2).
4 Among other things, the debtors have more than \$50 million in
5 assets and liabilities, and there are likely to be more than
6 1,000 creditors.

7 Unless Your Honor has any questions, we'd request
8 that the order be entered.

9 THE COURT: All right. Any opposition?

10 (No audible response)

11 THE COURT: Motion granted.

12 MR. BLANDER: Thank you, Your Honor.

13 I'll then turn to Agenda Item Number 3, which is the
14 debtors' motion for an order extending the time to file
15 schedules and statements. This was filed at Docket Number 10.

16 In the motion, the debtors had originally sought an
17 extension of 28 days, an additional extension for 28 days for a
18 total of 42 days. As Mr. Sponder has stated, we have since
19 agreed to reduce the extension to, I believe, 24 days, which
20 would set the deadline at July 17, 2025. This was not in the
21 red lines that were sent to chambers last night. This is a
22 recent development, but they will be reflected in the red lines
23 to be sent after this hearing.

24 Unless Your Honor has any questions, we'd ask that
25 the order be entered.

1 THE COURT: All right. Again, I see no objections.
2 Motion will be granted.

3 With respect to all of the orders, the final
4 versions, with language that the parties have negotiated and
5 agreed upon, send them in one batch to chambers after the
6 hearing and that way, we don't get confused and enter an
7 earlier version. All right.

8 MR. BLANDER: We'll do Your Honor.

9 THE COURT: Thank you.

10 MR. BLANDER: Next is Agenda Item Number 4, which is
11 the debtors' motion for orders authorizing the filing of a
12 consolidated list of the 50 largest unsecured creditors, the
13 filing of a consolidated list of creditors in lieu of
14 submitting a separate matrix for each debtor, and authority to
15 redact certain personally identifiable information.

16 We've received minor comments from the U.S. Trustee
17 which were submitted in the red line to chambers last night.
18 This is common relief in this district, and unless Your Honor
19 has any questions, we'd again ask that this order be entered.

20 THE COURT: I see no opposition. Granted. Thank
21 you.

22 MR. BLANDER: Thank you, Your Honor.

23 The fifth agenda item is the debtors' application to
24 appoint KCC, doing business as Verita Global, as claims and
25 noticing agent effective as of the petition date. This was

1 filed at Docket Number 9.

2 We received comments from the U.S. Trustee's office
3 which have been incorporated into the red lines that were sent
4 to chambers last night, and these have also been agreed to by
5 Verita.

6 Unless Your Honor has any questions, we'd ask that
7 the order be entered.

8 THE COURT: All right. Again, no opposition. Motion
9 granted.

10 Thank you.

11 MR. BLANDER: Thank you, Your Honor.

12 I will yield the podium to the Dentons team.

13 THE COURT: Good morning, Counsel.

14 MR. BECK: Good morning, Your Honor. John Beck of
15 Dentons on behalf of the debtors and debtors-in-possession,
16 Your Honor.

17 I will be addressing the debtors' cash collateral
18 motion, which we filed on Tuesday at Docket Number 11. Your
19 Honor, we also submitted red lines to Your Honor's chamber this
20 morning that detail changes that we've made after conversations
21 with a number of parties and also the U.S. Trustee's office. I
22 think we have accepted and resolved most of the U.S. Trustee's
23 comments, except for a handful of issues, which I'll walk Your
24 Honor through, here in a minute.

25 The first, Your Honor, is Section 9, which is the

1 project contribution to the new Powin Project LLC of the IP.
2 The debtors have agreed to make that provision subject to the
3 final order so that it will not be sought in interim relief.
4 However, one caveat, Your Honor, and Mr. Zatz from White & Case
5 can speak to this if he'd like, but the pre-petition secured
6 lenders would like to go ahead and be able to perfect against
7 that entity, file UCC-1's, and anything else that they need to
8 perfect their liens against that entity. But the actual IP
9 transfer to that entity would not happen until it is approved,
10 at the final order, Your Honor.

11 THE COURT: All right.

12 MR. BECK: Next, Your Honor, is -- it's really the
13 same issue that appears in both Sections 20 and 23. Your
14 Honor, the U.S. Trustee had a number of comments that dealt
15 with the scope of the debtors' stipulations and whether or not
16 and to what extent they were binding on a Chapter 7 trustee.
17 We have not accepted the U.S. Trustee's language in total but
18 we have provided language that we believe addresses the same
19 issues, and that is we have extended the challenge period of
20 time to the earlier of 75 days from the interim order or 60
21 days from the time the committee is appointed.

22 And then, in addition, there is also a mechanism by
23 which if this case converts to Chapter 7, a Chapter 7 trustee
24 would get the later of 15 days from the Chapter 7 trustee's
25 appointment or the regularly scheduled challenge period if that

1 were further in time.

2 So that is our proposal to address the U.S.
3 Trustee's comments with regard to the challenge period.
4 However, we do think that it's important that the debtors'
5 stipulations are binding on its successors, including a
6 Chapter 7 trustee, subject to the challenge rights that are in
7 the DIP order.

8 Finally, Your Honor, is Section 7(b), which we
9 received comments from the U.S. Trustee's Office, as well as a
10 number of creditors, including a group of customers that filed
11 a limited objection this morning, I believe at Docket
12 Number 38.

13 THE COURT: Licensees?

14 MR. BECK: Yes, they are customers that have IP
15 escrows that the licenses are in the escrow accounts.

16 We have sought to address their objections with
17 language that I'll read to Your Honor that would go at the end
18 of section, it's now 10(b), I believe, but it will be 9(b) once
19 the project dropdown is removed or adjusted. So, Your Honor,
20 that language is, "For the avoidance of doubt, if the
21 pre-petition liens are determined to be junior to any prior
22 permitted liens," which is a defined term in the document, "the
23 AP liens, or the adequate protection liens, shall also be
24 junior to such permitted prior liens to the same extent and the
25 same relative priority. Furthermore, the adequate protection

1 liens shall not attach to any assets that are not or do not
2 become property of the debtors' estate."

3 And, Your Honor, I think the parties are on the line
4 so they can correct me if I'm wrong, but I believe that for the
5 interim order only, this language satisfies the customer
6 objectors represented by Mayer Brown and also satisfies Pulse
7 Clean Energy that gave us an informal comment in this regard.

8 It, however, does not, I think, they've been talking
9 about in the hall, right up until the moment I took the podium.
10 I think additional language is needed for Applied Surety
11 Underwriters who is here today and reserved the right to
12 cross-examine Mr. Uzzi. So I don't know if we have a
13 resolution on that? So I'm hoping that they have a resolution
14 in the hallway to address that point.

15 And finally, Your Honor, is the U.S. Trustee made
16 informal comments because the pre-petition secured lenders are
17 seeking on the interim order to have adequate protection liens
18 on proceeds of avoidance actions. We think that that is
19 appropriate in this case, as Mr. Durrer alluded to. The
20 lenders here really have been cooperative and we would not be
21 in this situation without their efforts to support this company
22 and provide liquidity at a very crucial time. We think that it
23 is a fair trade-off for the risks that they are undertaking to
24 support the company at this time to provide them liens on those
25 avoidance action proceeds, even at the interim period, Your

1 Honor.

2 So with that, I'll cede the podium to Mr. Zatz, and
3 I'll address any questions or comments.

4 THE COURT: All right. Mr. Zatz, do you wish to
5 wait? I mean, there are those raised hands, wish to comment or
6 object. Do you want to address all, or do you want to --

7 MR. ZATZ: I think, Your Honor, if it's all right,
8 I'd like to make some comments and then I'm happy to reappear
9 to address any additional objections --

10 THE COURT: All right.

11 MR. ZATZ: -- that debtors haven't already flagged.
12 But perhaps I can get ahead of them and help streamline things.

13 THE COURT: Sure.

14 MR. ZATZ: But first, I would like to make a few
15 introductory remarks, if I may. Andrew Zatz from White & Case
16 on behalf of Certain Funds and Accounts Managed by KKR. And
17 I'm joined by John Mairo of Gibbons as co-counsel.

18 KKR provided the entirety of a secured loan to Powin
19 in October 2024 with an overall commitment of \$200 million.
20 They are thus referred to in the debtors' papers as the
21 pre-petition secured lenders. The pre-petition agent, on
22 behalf of the pre-petition lenders, has all asset liens.
23 Approximately \$25.6 million of principal amount is currently
24 outstanding under the facility.

25 On March 24, 2025, the pre-petition lenders called a

1 default and took control of blocked accounts. After that, the
2 pre-petition lenders worked collaboratively with Powin to allow
3 the release of funds for ordinary course expenses, including
4 the payment of vendors and suppliers, and was negotiating the
5 terms of a potential forbearance with Powin and its equity
6 holders, which would have included a partial repayment of the
7 pre-petition lenders' loan.

8 Those negotiations broke down. And as a result, on
9 April 25, 2025, the pre-petition lenders exercised their proxy
10 rights to appoint Gerard Uzzi as independent manager and swept
11 an amount of cash from the blocked accounts that the company
12 had stated was expendable. Mr. Uzzi has no affiliation with
13 any of the pre-petition lenders.

14 Pre-petition lenders took this action specifically to
15 ensure that there was independent and experienced oversight and
16 to preserve the arm's-length relationship between themselves
17 and Powin. Once Mr. Uzzi was appointed and got up to speed, a
18 number of things became clear.

19 First, the company's liquidity position was not as
20 stable as the company had previously claimed. Second, it was
21 difficult for the company to get concessions from vendors,
22 suppliers, and customers as the company had already stretched
23 these third parties as far as possible, and Powin had serious
24 credibility issues.

25 And third, existing equity holders who still retained

1 their economic interests in Powin were not going to provide the
2 necessary capital to preserve the growing concern value of the
3 company. In the face of these urgent problems, the
4 pre-petition lenders permitted sufficient cash to be
5 transferred from the blocked account to the company and lent
6 back \$6.25 million to Powin.

7 At every turn, the pre-petition lenders have been a
8 supporter of Powin's business, going above and beyond what was
9 required of them. There were numerous opportunities for the
10 pre-petition lenders to exercise rights and remedies, including
11 by sweeping significant additional amounts of cash. Instead,
12 the pre-petition lenders refrained from taking such actions to
13 give Powin the best opportunity to continue its operations and
14 attempt to negotiate deals with customers and other third
15 parties.

16 Ultimately, it became clear that Powin needed a core
17 process to get to these deals in an organized fashion. It is
18 the pre-petition lenders' sincere hope that Powin can sell
19 assets and create value out of the project co-entity in these
20 Chapter 11 cases. Prior to the filing, the pre-petition
21 lenders entered into a forbearance and support agreement with
22 Powin, whereby the pre-petition lenders agreed not to exercise
23 rights in advance of filing.

24 The pre-petition lenders also successfully negotiated
25 with Powin on the terms of the consensual use of cash

1 collateral. But the pre-petition lenders have no intention of
2 continuing to provide capital to Powin, nor do they want to own
3 the company. The pre-petition lenders' goal is simply to be
4 repaid on their loan and hopefully give the company the freedom
5 to maximize value for other creditors. We've worked
6 collaboratively with the debtors and their counsel on the
7 first-day motions and are supportive of all of them.

8 With respect to cash collateral in particular, as our
9 friends at Dentons have just mentioned, we spent the last 12 to
10 18 hours in conversations with them and the United States
11 Trustee through them to try to resolve a fairly comprehensive
12 market that we received on the cash collateral order from the
13 U.S. Trustee. As was indicated, I think virtually all those
14 issues have been now resolved.

15 There is the issue of the liens on proceeds of
16 avoidance actions, and I will see if the U.S. Trustee wants to
17 press that objection in light of all the other concessions that
18 were made, and I think Dentons covered the issue well, so I'm
19 not going to expand on that for the time being.

20 On the issue of sureties and others who have raised
21 their hand looking for protective language, I think you heard
22 on the record the reservation that we are making, which I think
23 is fairly clear, but just to restate it in as clear terms as I
24 can put it. For any diminution in value of our existing
25 security interest during the case, we are getting adequate

1 protection liens on all of the debtors' assets. That's the
2 standard formulation that I think you'll see in every cash
3 collateral order.

4 We are not trying to have those adequate protection
5 liens prime liens that were ahead of our pre-petition liens,
6 nor are we trying to get liens on things that are not the
7 debtors' property, or will become the debtors' property. I
8 think perhaps one thing that is still left to be resolved that
9 we're amenable to resolving is there's a term "permitted prior
10 liens" that's meant to address liens that may be senior, if any
11 exist, to the pre-petition lender's pre-petition liens.

12 That term, as it currently exists in the order,
13 refers back to a term that is in our loan agreement which is
14 not on file. So I understand the concern. We're amenable to
15 working out language that separates that term from the external
16 document. The point is we're talking about valid, enforceable,
17 perfected liens that were senior to the pre-petition lenders'
18 liens as of the petition date. That's my off-the-dome
19 description of what we're getting at, but we can find the right
20 legalese to get at the notion.

21 With that, Your Honor, I will cede the podium and
22 reserve the right to reappear to address any objections that
23 are raised.

24 THE COURT: All right. Thank you, Mr. Zatz.

25 Let me first turn to the U.S. Trustee, Mr. Sponder.

1 Good morning, again.

2 MR. SPONDER: Good morning, again, Your Honor. Jeff
3 Sponder from the Office of the United States Trustee. Again, I
4 apologize if there's going to be any background noise. I
5 unfortunately cannot help that.

6 So with respect to the cash collateral order, Your
7 Honor, Paragraph 7(b) was discussed. And for that matter, let
8 me just start by saying that I do realize that a red line order
9 was submitted to the Court 7:00, 7:30'ish in the morning. I
10 did try to review as much of it as I could. I still need the
11 opportunity to review and decide whether or not revisions were
12 made that the United States Trustee requested.

13 As for Paragraph 7(b), Your Honor, Section 361(2), as
14 you know, allows for additional or replacement liens only to
15 the extent that such stay under 362 use, sale, lease, or grant
16 results in the decrease in the value of such entity's interest
17 in such property. As such, we revised the language in
18 Paragraph 7(b) to reflect that the secured creditors are
19 receiving, and I quote, "valid, binding, continuing,
20 enforceable, fully perfected, non-avoidable replacement liens
21 to the extent the pre-petition secured parties have
22 pre-petition liens under Section 361(2) of the Bankruptcy Code,
23 all such liens and security interests, the adequate protection
24 liens. To the extent cash collateral is used by the debtors,
25 to the same extent validity and priority and the debtors'

1 post-petition collateral as defined below, and proceeds thereof
2 that the pre-petition secured parties held in the debtors'
3 pre-petition collateral."

4 We believe that that is what the definition and what
5 adequate protection liens should be, and that's based on the
6 Code. All the other language in there should be removed, Your
7 Honor.

8 As to Paragraph 20, which is the effect of
9 stipulations on third parties, the U.S. Trustee requested 60
10 calendar days from entry of the final order for parties-in-
11 interest other than any statutory committees, and 60 calendar
12 days for the statutory committee from the date the statutory
13 committee is appointed.

14 The U.S. Trustee will agree to the 75 days from
15 interim order for parties-in-interest and 60 days for the
16 committee from appointment, but will not agree that it's the
17 earlier of. It should be 75 days then from interim for
18 purposes of parties-in-interest and 60 days for the committee.

19 Further with that, Your Honor, the U.S. Trustee
20 requested language that provided that basically provides this.
21 If prior to the end of the challenge period, the cases convert
22 to a Chapter 7 or a Chapter 11 trustee is appointed, then the
23 challenge period can be extended for the Chapter 7 trustee or
24 the Chapter 11 trustee by 45 days after their appointment or
25 such other time as the Court orders.

1 The U.S. Trustee believes that the lender is agreeing
2 to 15 days for a Chapter 7 trustee only. We request the 45
3 days for both Chapter 7 trustee and Chapter 11 trustee and in
4 fact that was actually agreed to in either the CBRM order or
5 the Rite Aid order that we just did, Your Honor.

6 Moving on, the U.S. Trustee requests removal that
7 requires any motion filed with the Court seeking standing to
8 pursue a challenge, include a complaint. The U.S. Trustee also
9 requested language that any trustee appointed or elected in
10 these cases shall, until the expiration of the challenge period
11 and thereafter for the duration of any adversary proceeding or
12 contested matter, be deemed to be a party other than the
13 debtors and shall not for purposes of the adversary proceeding
14 or contested matter be bound by the acknowledgments,
15 admissions, confirmations, and stipulations of the debtors in
16 this interim order.

17 The U.S. Trustee also requested language that the
18 filing of a motion seeking standing to file a challenge action
19 before the challenge period which attaches a proposed challenge
20 action shall extend the period with respect to that party until
21 two business days after the Court approves the standing motion.
22 I think that one may be included, Your Honor, and I can be
23 corrected if I'm wrong, in the in the latest version.

24 Last, with respect to the cash collateral order, Your
25 Honor, we requested language concerning the fact that some of

1 these debtors are Delaware limited liability companies and we
2 requested language about the ability of creditors to file
3 derivative suits on behalf of those limited liability
4 companies. We've had that in several cases as well, but the
5 lender I don't believe agreed to include that. So that's with
6 respect to -- oh, I'm sorry, with just respect to the
7 stipulations.

8 Next, Your Honor, is Paragraph 23, which is the
9 binding effect. We just changed that large paragraph to say,
10 "The terms of this interim order shall be valid and binding
11 upon the debtors, all creditors of the debtors, and all
12 parties-in-interest from and after the entry of this interim
13 order by the Court." That's the binding effect. That should
14 be what's included.

15 Avoidance actions, Your Honor, those are typically
16 kept for the committee as you're aware. The United States
17 Trustee objects to the order requesting the proceeds be granted
18 at the interim order without a committee having the opportunity
19 to review and possibly object.

20 And then, with respect to Paragraph 9, Your Honor,
21 that's the ProjectCo and what we've been talking about with
22 respect to the transfer of assets. I understand that's going
23 to be revised and held over to the final hearing.

24 With respect to the UCCs at this time the United
25 States Trustee objects but, with that said, at the very least,

1 if the Court agrees to allow the UCCs to be filed, then
2 parties-in-interest, including the committee, should have the
3 ability to object and reserve their rights.

4 Thank you Your Honor.

5 THE COURT: All right thank you Mr. Sponder.

6 Let me turn to raised hands. I'll go left to right
7 on my screen.

8 Ms. Eisenberg.

9 MS. EISENBERG: Good morning, Your Honor.

10 THE COURT: Good morning.

11 MS. EISENBERG: Leah Eisenberg from Pashman Stein.
12 We are serving as local counsel for Leeward Renewable Energy,
13 Longroad Energy, and DTE Energy. And I'd like to introduce you
14 to Joaquin C deBaca who is a partner with Mayer Brown. A Pro
15 Hac motion has been filed and we respectfully request that he
16 be permitted to speak today.

17 THE COURT: Sure.

18 MS. EISENBERG: Thank you.

19 THE COURT: Welcome Mr. C deBaca.

20 MR. C deBACA: Good morning, Your Honor.

21 THE COURT: Good morning.

22 MR. C deBACA: Joaquin C deBaca from Mayer Brown on
23 behalf of Leeward Renewable Energy, Longroad, and DTE, as just
24 mentioned by my colleague Ms. Eisenberg.

25 Your Honor, I think there are two different issues

1 here. My colleagues at White & Case and Dentons have been
2 speaking about adequate protection liens. Our motion, or
3 rather our objection gets at something different than that.

4 THE COURT: That was the 365(n) issues, correct?

5 MR. C deBACA: Correct. That's right.

6 So each of my clients has very broad licenses to
7 existing IP. Those licenses arise under a variety of different
8 documents. But really the heart of the issue is that, as we
9 set forth in our objection, under Section 365(n)(4), it is
10 mandatory that we shall have access to the IP, such that we get
11 everything we need to perform the contract and for those
12 licenses to be performed.

13 So I don't think it's quite appropriate to entertain
14 exactly the carve out that was mentioned by Mr. Beck that, in
15 particular, this is not really a lien priority issue. This is
16 assurance that our interests in those IP licenses shall not be
17 impaired. So we would respectfully request that the proviso,
18 as set forth in our objection, the proviso that gets entered in
19 connection with this order.

20 I would also mention that I think in respect of
21 adequate protection, there is also a question of, and I think
22 it's appropriate to reserve on this until the final hearing, as
23 was mentioned by Mr. Beck, the transfer of that IP to the IP
24 Newco implicates use under Section 363(e), and parties that
25 have an interest in the IP specifically, as a result of their

1 licenses, should have the ability to seek adequate protection.

2 I think that does implicate potentially some of the
3 lien priority issues, but it's not apparent to me right now
4 that the construct that we would think about for an interest in
5 cash is precisely the same construct that we should be using
6 for an interest in IP, particularly to the extent that IP is
7 held in an escrow.

8 So we reserve our rights on that.

9 THE COURT: All right. Thank you.

10 Mr. Sponder, I see your hand still raised. I didn't
11 know if you needed to raise another issue.

12 MR. SPONDER: I didn't, Your Honor. I mistakenly did
13 not lower my hand, so I will do that now.

14 THE COURT: All right.

15 MR. SPONDER: Thank you, Your Honor.

16 THE COURT: Ms. Yenamandra, nice to see you again.

17 MS. YENAMANDRA: Good morning, Your Honor. Aparna
18 Yenamandra from K&E, on -- I almost said on behalf of the
19 debtors --

20 THE COURT: Nope.

21 MS. YENAMANDRA: -- because that's what I normally
22 say to you.

23 THE COURT: Not this time.

24 MS. YENAMANDRA: Not this time.

25 On behalf of Trilantic, Your Honor, which is one of

1 the equity sponsors.

2 Your Honor, we don't have any objection to any of the
3 relief that's in front of Your Honor today. We rise, in fact,
4 we're supportive of additional cash coming into the company,
5 and over the last couple months, we have been working for a
6 while constructively with the company and the lenders to try to
7 get some additional cash in the door.

8 I rise simply to say that there were parts of
9 Mr. Zatz's summary over the last couple months on the course of
10 negotiations that we don't agree with. Ultimately, though,
11 none of that is really relevant for today and the relief that's
12 being entered. So we will reserve our rights with respect to
13 those and address them in due course if and when they become
14 relevant.

15 But with that, Your Honor, we don't have any
16 objection to the remaining relief that's being sought today.

17 THE COURT: All right. Thank you.

18 Ms. Parlin, good morning.

19 Good morning.

20 MS. PARLIN: Good morning. Barbara Parlin, Holland &
21 Knight for Invenergy.

22 Our client has similar issues as were just raised in
23 the, not prior but two objections ago with respect to interest
24 in IP and IP escrows. So I just simply reserve our rights as
25 well in the same way.

1 THE COURT: All right. Thank you.

2 Let me ask this question at this juncture. I don't
3 see any more raised hands.

4 Before I address the cash collateral on an interim
5 basis, Ms. Tancredi, you indicated a desire to cross-examine.
6 I don't know if it was relative to the cash collateral. Do you
7 want to address your concerns now?

8 MS. TANCREDI: Yes, Your Honor. And I only have a
9 few questions. I am hopeful that we will be able to resolve
10 our issues in the hallway, but they're not resolved now. And
11 so I fear that if I don't ask now, I will be deemed --

12 THE COURT: Forever hold your peace.

13 MS. TANCREDI: Exactly.

14 THE COURT: All right.

15 Counsel?

16 MR. DURRER: We can pause this, Your Honor, and go on
17 to the wage motion after cash management if that makes sense to
18 give the parties some more time. Because I'm fully confident
19 that it won't get worked out, but I don't want to waste the
20 Court's time with testimony that becomes unnecessary.

21 THE COURT: Well, that's fine. Why don't we
22 continue? You have my attention for the morning, so we'll get
23 back.

24 Mr. Abramowitz?

25 MR. ABRAMOWITZ: Your Honor, I'd like to put a short

1 objection on the record that could be addressed so that at
2 least if there's going to be any delay or suspension of
3 proceedings, that could be addressed as well if I could just
4 have a moment.

5 THE COURT: Yes, please.

6 MR. ABRAMOWITZ: Yes, Arthur Abramowitz with Sherman
7 Silverstein representing Ace Engineering. I would note, Your
8 Honor, that Ace Engineering is probably the largest unsecured
9 creditor in the case with a claim of over \$100 million.

10 Again, I was just got involved in the case last
11 night, had an opportunity to review the cash collateral
12 application as well as the budget, and I would draw the Court's
13 attention to the following so that you can understand where I'm
14 going with this.

15 I would look at Docket 11, and in Paragraph 6 on
16 Page 14. I'm sorry, it's Page 41 of 79. It talks about the
17 limitations of use of cash collateral, and particularly, that
18 it does not allow payments that are not made in accordance with
19 the approved budget. Going further on Page 42 of 79, it then
20 refers to adequate protection payments.

21 The adequate protection payments in this case are \$4
22 million per week beginning June 13th on an outstanding debt
23 that was indicated to be about \$25 million. That's substantial
24 in terms of what will happen to the cash flow. I then took a
25 look at the budget which was attached, and I believe that's

1 attached at Page 64 of 79. And in looking at the budget, I did
2 not see the entry of the \$4 million weekly payments that are
3 being made as cash collateral, you know for protection for cash
4 collateral. So my question, or the objection is, if you look
5 at the impact of that on cash available, it's going to have a
6 substantial impact, to the point where it would almost be a
7 negative. And I just would like to raise the question so that
8 it is addressed during the argument before any order is
9 entered.

10 I would say, number one, that the \$4 million, in
11 light of the \$25 million, is a very difficult situation and is
12 not illustrated in the six weeks cash flow model. What's
13 interesting is that within that six week period, if money is
14 not being advanced, it appears that that \$25 million debt will
15 be pretty much extinguished, which I think is indicative of
16 what the lender has indicated that it would like to probably
17 sell assets and liquidate. But I think it's accelerating to
18 the point where it's going to leave the debtor cash strapped.

19 We'll reserve other questions that we have, but I
20 felt it was appropriate to bring this up to the Court at this
21 time.

22 THE COURT: Thank you, Mr. Abramowitz.

23 MR. ABRAMOWITZ: Thank you.

24 THE COURT: I appreciate the input.

25 MR. BECK: Your Honor, John Beck with Dentons on

1 behalf of the debtors.

2 THE COURT: Yes.

3 MR. BECK: I do want to address that point but I
4 think Mr. Durrer suggested that we move to cash management and
5 come back to cash collateral.

6 THE COURT: All right.

7 MR. BECK: I'm happy to do it however Your Honor
8 wants.

9 THE COURT: Why don't we defer on that issue and
10 resolve the other matters that can be addressed more easily.

11 MR. BECK: Okay, Your Honor.

12 So the debtors also filed a motion to approve
13 continuation of its current cash management system at Docket
14 Number 12, Your Honor. By this motion, the debtors seek to
15 continue to use their existing cash management system and
16 related practices. As the U.S. Trustee noted earlier on the
17 phone, we accepted and incorporated a number of comments to
18 that order and sent it to your chambers this morning and I
19 believe they are resolved on this issue.

20 Just for Your Honor's benefit, there are a lot of
21 accounts that are listed in the motion. But really to distill
22 it down into the most important facts, is there is a AR control
23 account that KKR has a DACA on and has control over that
24 account, and that's where all the receivables from the various
25 customers come in. And then, through that account, money is

1 sent to either the main operating account, also at HSBC, or to
2 fund payroll two days in advance of the payroll. So that's
3 really the core of the cash management system and a lot of the
4 other accounts or legacy accounts that may have *de minimis*
5 monies in there but are not actively contributing to the cash
6 management system, Your Honor.

7 Unless Your Honor has any questions on the cash
8 management motion, we would ask that Your Honor grant the
9 motion.

10 THE COURT: All right. I see no objections, hear no
11 objections, motion granted. Thank you.

12 MR. BECK: Thank you, Your Honor.

13 MR. DOHERTY: Good morning, Your Honor. Casey
14 Doherty --

15 THE COURT: Good morning.

16 MR. DOHERTY: -- representing the debtors and with
17 Dentons. I've had a Pro Hac application filed as Docket 49.
18 With Your Honor's permission, I'll honor, or I will argue the
19 wage motion --

20 THE COURT: Yes. Welcome.

21 MR. DOHERTY: -- filed as Docket 7.

22 Thank you, Your Honor.

23 My partner, in his opening remarks, mentioned that
24 the employees here are our priority and retaining and
25 incentivizing them are a top priority in the case, and that the

1 debtors, as they noted in the wage motion, hope to develop and
2 file further retention and incentive programs. But step one is
3 the wage motion, which have the same goals, which is to retain
4 and incentivize the remaining employees.

5 Employee motions are important in every case, but
6 here, it's especially important. As noted in the motion in the
7 first-day declaration, the employees here represent less than
8 20 percent of the workforce from January 1st. And to retain
9 and incentivize them, the debtor asks to continue the existing
10 compensation and benefits programs.

11 There's no objections on the docket to the motion
12 last I looked. We've received comments from the United States
13 Trustee and the order is presented to Your Honor. I'm happy to
14 go through what I believe are a couple of the substantive ones,
15 if Your Honor would wish.

16 THE COURT: Yes, please.

17 MR. DOHERTY: Sure.

18 In Paragraph 3 of the order, and I'll let the U.S.
19 Trustee counsel, of course if I mischaracterize it, speak up.
20 The United States Trustee provided for a proviso at the end
21 that says, "provided the debtors shall provide seven days
22 notice of any material changes to the employee compensation
23 benefits and any other programs described in the motion to the
24 U.S. Trustee and counsel to any statutory committees appointed
25 in the case." We have no objection to that provision.

1 In Paragraph 4, the United States Trustee struck
2 language that the debtor could pay above the priority cap under
3 Section 507 if required by applicable law on an interim basis,
4 and kept it just for the authority of an order of this Court,
5 which we also have no objections to.

6 THE COURT: All right.

7 MR. DOHERTY: With that, Your Honor, unless you have
8 any other questions, we would ask that you grant Docket
9 Number 7, the wage motion.

10 THE COURT: All right. I have no further questions.
11 I see no objections. I will mark the motion granted. All of
12 these are ordered to be submitted.

13 Thank you.

14 MR. DOHERTY: Thank you, Your Honor.

15 THE COURT: I believe that brings us to the customer
16 program?

17 MR. DURRER: Yes, the customer program, Your Honor.
18 Van Durrer, again, for the debtors at Dentons.

19 The customer motion.

20 THE COURT: And there's also the insurance motion. I
21 don't know. That seems to be pretty rogue.

22 MR. DURRER: Yeah, there was just out of order, Your
23 Honor, since you raised it. On the insurance motion, the U.S.
24 Trustee had requested that, to the extent the debtors engage in
25 any new programs or materially modified programs, that we would

1 disclose that, and if necessary, seek additional relief. That
2 comment is fine with us. But otherwise, that motion is
3 relatively routine and has no objections.

4 THE COURT: Then why don't we just address that now
5 and grant it. I don't see any objections subject to inclusion
6 of that language.

7 MR. DURRER: Thank you, Your Honor.

8 And then, that takes us to the last item, other than
9 the reserve cash collateral, is Docket Number 15, the debtors'
10 motion to implement the customer program on a final basis.

11 I do have a brief proffer, Your Honor, of Mitchner
12 Turnipseed, the banker from Huron for Powin, if I may present
13 that.

14 THE COURT: Yes.

15 MR. DURRER: All right.

16 If called as a witness, Mr. Turnipseed is qualified
17 to and will testify as follows. He is a senior director at
18 Huron Transaction Advisory with over a decade of experience and
19 a master's of science from the University of Virginia McIntire
20 School of Commerce.

21 Mr. Turnipseed would testify that he was retained by
22 Powin in early May 2025 in connection with raising capital and
23 engaging in strategic transactions. After an initial review,
24 (indiscernible) initially recommended that the company take
25 advantage of Chapter 11 to stabilize the company and work

1 directly with customers who stood to benefit substantially and
2 immediately from Powin remaining in business, particularly with
3 respect to their long-term service agreement business, a
4 servicing element where Powin provides services to customers
5 who have already had their battery systems installed at their
6 sites.

7 Mr. Turnipseed would testify he worked closely with
8 management to develop a working business model with three major
9 drivers for that business. One, a reduced suite of service
10 offerings in a new services company. Two, increased pricing to
11 support that business line. And, three, customer commitments
12 to provide funding through upfront and periodic service
13 payments.

14 Mr. Turnipseed would testify that an important
15 element of the feedback that he received from customers
16 directly was that they wanted clear delineation between legacy
17 Powin, on the one hand and its problems, and the new services
18 company. That is why the debtors determined to form Powin
19 Project LLC for this effort.

20 In fact, the cash collateral agreement that Powin was
21 successful in negotiating with the secured creditors provides
22 that Powin Project is not required to make adequate protection
23 payments to the secured creditors during the initial term of
24 the cash collateral order.

25 Mr. Turnipseed would further testify that customers

1 obtain an enormous amount of vital data regarding their
2 projects and the Powin battery system performance and operation
3 from Powin's cloud-based proprietary technology. Powin's
4 personnel operate remote operating center and provide around
5 the clock call center support in the event of disruptions or
6 other technical needs. Powin also provides onsite services for
7 the routine and non-routine repair and maintenance of the
8 battery systems.

9 In the absence of Powin providing these functions,
10 Mr. Turnipseed would testify that customers effectively have no
11 alternative and will suffer enormous harm increasing potential
12 claims against the debtors' estates.

13 Mr. Turnipseed would testify that successful launch
14 of this customer program will provide a platform on which Powin
15 can develop a sales process as a going concern. Failure to
16 timely launch the program will likely force a shift to a
17 pursuit of a liquidating transaction, which will have a severe
18 negative impact on value.

19 Finally, Mr. Turnipseed would testify that it's
20 important that Powin make a firm commitment to customers for
21 this program on a final basis. Any delay would cause
22 irreparable loss of value to legacy Powin creditors in general
23 and cause customers to become creditors more specifically.

24 THE COURT: All right. The Court will accept the
25 proffer. The Court will provide an opportunity to any counsel

1 or parties-in-interest wish the opportunity to cross-examine
2 Mr. Turnipseed.

3 (No audible response)

4 THE COURT: All right. Hearing and seeing no one, I
5 appreciate the proffer.

6 MR. DURRER: My understanding is that Mr. Sponder may
7 have comments with respect to this motion, Your Honor.

8 THE COURT: Yes.

9 MR. DURRER: I should note that we did agree with the
10 United States Trustee, as has already been stated in connection
11 with cash collateral, that transfers of assets to Powin Project
12 LLC will not occur pending, hopefully, final approval of the
13 Cash Collateral Award.

14 THE COURT: That's important to the Court. I
15 appreciate that. I do need to have in place a structure to
16 safeguard and to ensure the transfer is subject to review by a
17 committee, that there are protections for the estate, just like
18 the cash collateral that we've been discussing.

19 Mr. Sponder, I see your hand raised, again.

20 Thank you.

21 MR. SPONDER: This time, I lowered it again, Your
22 Honor. Thank you.

23 With respect to the customer program, the U.S.
24 Trustee understands the debtors' need for the approval of the
25 customer programs. However, Your Honor, when weighing this

1 against the rights of a committee to respond and/or object to
2 the order, I should say -- let me start over.

3 However, when weighing this against the rights of a
4 committee to respond and/or object, the order should be
5 interim, especially in light of the fact that this is day three
6 of these cases.

7 With that said, Your Honor, at the very least, the
8 U.S. Trustee requests that the order allow the committee the
9 ability to raise any issues with the motion after the order is
10 entered.

11 Thank you, Your Honor.

12 THE COURT: Thank you, Mr. Sponder.
13 Counsel.

14 MR. DURRER: Yeah, Van Durrer from Dentons for the
15 Debtor, Your Honor.

16 We're amenable to that in concept. The U.S.
17 Trustee's Office had proposed language consistent with Local
18 Rule 9013(5)(e), which wouldn't necessarily include any
19 committee. If Mr. Sponder would like us to add, "including,
20 but not limited to, the committee," we're happy to do that.

21 THE COURT: All right.

22 I think those safeguards would satisfy the Court that
23 there can be eyes on this transaction, but the Court recognizes
24 from what it's heard and what it's read the importance of
25 giving the customers here, which will be the lifeblood of going

1 forward and revenue stream going forward, the confidence that
2 they're not going to be making an investment by making payments
3 and then be the target.

4 So I think it makes sense. I will grant the motion
5 subject to the protections of the language that can be agreed
6 upon to preserve the U.S. Trustee's concerns with the committee
7 having an opportunity to weigh in.

8 MR. DURRER: Thank you, Your Honor.

9 And with that, perhaps, Your Honor, we take a 15
10 minute recess.

11 THE COURT: Well, I was going to suggest this.

12 And what I've just said as to the customer program
13 carries forward those same general terms with cash collateral.
14 Obviously, the Court needs to be assured that there can be eyes
15 on the transaction, or at least an avenue in going forward.

16 Generally, this Court does not have issues with
17 allowing, for instance, the lenders to perfect their liens even
18 on an interim basis. To this extent, even the liens on
19 avoidance actions on an interim basis limited obviously to a
20 diminution in collateral. It's not just for all purposes. On
21 an interim basis, it would be a diminution in collateral.

22 The problem, of course, is the concern of the \$4
23 million payment. There's not going to be a diminution in value
24 if you have a payment. But if you have a payment that's going
25 to place this debtor in default right away, I don't know what

1 we've accomplished.

2 As to the other language, the Court's prepared to
3 make final rulings if you all can't come to an agreement on
4 language or provisions. I'm inclined to obviously approve an
5 interim collateral order, an arrangement that will facilitate
6 going forward with the intentions of right-tracking this
7 debtor.

8 I can, if presented with this is what we agree on,
9 this is where we just can't agree and throw it to the Court,
10 I'll make the call. See what you can.

11 Why don't we take -- I have hearings that start at
12 11:30, so how about we come back at ten to 11:00. Give you
13 roughly 25 minutes or so?

14 MR. DURRER: I would say quarter of, Your Honor.

15 THE COURT: Quarter of?

16 Well, I'll put more -- well, if you say quarter of,
17 it means ten of anyway.

18 So, why don't we come back at a quarter of?

19 MR. DURRER: Thank you, Your Honor.

20 THE COURT: All right. Thank you.

21 So, we'll be adjourned until 10:45.

22 Thank you.

23 (Recess at 10:26 a.m./Reconvened at 10:55 a.m.)

24 THE COURT: All right. As they say in production,
25 we're back.

1 MR. DURRER: Van Durrer with Dentons for the debtors,
2 Your Honor. Thanks for the break. I think it was productive.

3 On cash collateral, I'm going to yield the podium in
4 a moment to Mr. Beck, but he and Mr. Zatz were working with
5 Mr. Sponder while I was talking to Ms. Tancredi. So I think I
6 have a resolution with Ms. Tancredi that I'll recite and she
7 will correct me if I mess it up.

8 THE COURT: All right.

9 MR. DURRER: Ms. Tancredi's clients filed objections
10 at Docket Number 47 on behalf of a group of surety bond
11 providers. What we are stipulating to is as follows.

12 One, the cash collateral budget does not contain any
13 authorization or expected use to pay any customs duties that
14 are the subject of the bonds.

15 Number two, the budget does not contain any line item
16 or authorization to pay premiums to Ms. Tancredi's clients.
17 You might expect that might form the basis for a stay relief
18 motion on her client's behalf. She intends to file that
19 promptly, and the debtors have agreed to an expedited
20 scheduling of that.

21 We haven't discussed the specific schedule. Our aim
22 is to present you with a stipulated order on scheduling that.
23 Obviously, subject to Your Honor's availability, but we're
24 trying to be respectful of people's time and resources. But I
25 believe that that should resolve that docket item.

1 THE COURT: All right.

2 Ms. Tancredi?

3 MS. TANCREDI: Yes. That stipulation does as well as
4 language that was forwarded to me by counsel for KKR, which I
5 can read into the record, or do you want to read it into the
6 record.

7 MR. DURRER: Be my guest.

8 MS. TANCREDI: Okay.

9 "The adequate protection liens are subject and
10 subordinate only to those valid, enforceable, and non-avoidable
11 liens that are, one, in existence on the petition date; two,
12 either perfected as of the petition date or perfected
13 subsequent to the petition date solely to the extent permitted
14 by Section 546(b) of the Bankruptcy Code; and, three, senior in
15 priority to the pre-petition liens as of the petition date in
16 accordance with applicable law, such liens (indiscernible)
17 permitted prior liens.

18 THE COURT: Okay.

19 MS. TANCREDI: Thank you.

20 THE COURT: All right. Thank you.

21 Thank you, Counsel.

22 MR. BECK: Your Honor, John Beck of Dentons on behalf
23 of the debtors, again.

24 As Mr. Durrer alluded to, we spent the break with
25 Mr. Zatz and the U.S. Trustee trying to get through a number of

1 issues. I think we have resolved some of them, which I will
2 articulate for Your Honor. Some I'm not sure we have resolved.

3 First of all, for the challenge period timing, what
4 we would propose is to get rid of all the earliers and lateres,
5 etcetera, and it would simply be this construct where non-
6 committee challenges have 75 days. The committee will have 60
7 days from its appointment. And then, if a Chapter 7 trustee is
8 appointed prior to the expiration of the 75 challenge, it would
9 get 15 days flat. We do not agree to any extension of the
10 challenge period for a Chapter 11 trustee.

11 Second, Your Honor, is the debtors can agree to add
12 language preserving the Delaware limited liability company
13 defenses that the U.S. Trustee requested. So we will put that
14 in the turn of the order.

15 Next, Your Honor, we will add language to preserve
16 365(n) rights for the parties that were objecting on that
17 basis.

18 And then, finally, Your Honor, with respect to 7(b),
19 which I don't think we are agreed on on the language, we think
20 that the language as proposed addresses the concerns that
21 Mr. Sponder is raising. And basically, the crux of the issue
22 is, I think we agree that to the extent that the pre-petition
23 secured parties did not have a lien or had a certain priority
24 prior to the petition date, that the adequate protection liens
25 would be to the same extent and the same relative priority as

1 those liens.

2 I think the issue is that the Trustee has preferred
3 language, which we just frankly don't understand, and we think
4 that our language is limited to the diminution in value as it
5 has to be. So to the extent that the liens are invalidated or
6 something happens to where the actual underlying lien is cut
7 out, then by necessity, there's no diminution in value because
8 they never had a lien in the first place.

9 And so we think that the language that is already in
10 there, subject to the things we've read on the record today,
11 adequately addresses the U.S. Trustee's concerns. I think he
12 has different language and we just aren't prepared to agree to
13 that, Your Honor.

14 THE COURT: All right. What about other issues that
15 were raised as far as the liens on avoidance claims, and the
16 payment, I guess what Mr. Abramowitz had raised, the payment of
17 the fees started to KKR.

18 MR. BECK: Yes, Your Honor.

19 So on the avoidance actions, Your Honor, and Mr. Zatz
20 can speak to this, the pre-petition secured lenders do want
21 liens on proceeds avoidance actions at the interim period.
22 They do believe that, given the nature of the debtors'
23 liquidity situation and what they've been asked to do to
24 support this company warrants it in this circumstance.

25 With respect to the payments, the debtors would not

1 agree to this if we didn't think that we would be able to
2 either pay for it or that we have the trust of our lenders who
3 have worked constructively with us so far to waive that in
4 reasonable circumstances as they are required to do.

5 With respect to the budget, there are a lot of timing
6 issues that move around with the budget, and so I can
7 understand how it looks. The debtors actually received a large
8 receivable last night at 5.6 million that's not reflected in
9 the budget. So the debtors are confident that they will be
10 able to pay that payment.

11 And it really makes sense, Your Honor, because the
12 pre-petition secured lenders are allowing us to use their cash
13 collateral and don't want to be stuck in a long drawn-out
14 process, and so they want to see progress with the customer
15 program that we're trying to implement and various things and
16 they don't want to get paid down. But if we are making
17 progress, then they are willing to work with us, and that's
18 really what the construct is meant to address.

19 THE COURT: All right. Thank you.

20 Mr. Abramowitz.

21 MR. ABRAMOWITZ: Yes.

22 I'm not going to repeat the objection, but I would
23 note two items.

24 One, the cash flow is for six weeks, which to me is a
25 bit troublesome because I know in the long run we're all dead,

1 but the question is what is the long run? Normally, when I see
2 these, it's usually 60 to 90 days. I don't know that it's a
3 coincidence that it's a six-week period and that's about the
4 extent of the \$4 million that would satisfy the debt. So that
5 I believe that the cash flow, the projection should be extended
6 if possible to reflect what the debtor anticipates its ability
7 to sustain itself for the next 60 to 90 days. I don't think
8 that's unreasonable.

9 I also don't think it's unreasonable that we have to
10 take into effect what the impact will be of that \$4 million
11 payment per week on available cash. If you look at the
12 projections, while it may be that they've received X millions
13 of dollars last night, I'd like to see that and I'd like to see
14 what the impact is because I'm uncertain where you are in other
15 weeks where you have cash flow being a negative.

16 Again, I understand that these are estimates. But I
17 think that they should be accurate. We know one thing, while
18 we can't tell about what the receivables may be, we know that
19 there's going to be a \$4 million payment per week, so that
20 should be reflected in the budgets.

21 Thank you.

22 THE COURT: Thank you.

23 All right. Mr. Zatz.

24 MR. ZATZ: Yes. Thank you, Your Honor.

25 I did want to make a few additional comments if I

1 may. I (indiscernible) the objection. Again, Andrew Zatz from
2 White & Case on behalf of KKR as the pre-petition lender.

3 Mr. Beck accurately stated the state of play in terms
4 of what we're willing to do in response to the objections that
5 have been raised. But I want to add some additional color.

6 On the Paragraph 7(b) issue, it feels like we're just
7 in a jam on drafting. But, again, the key from our perspective
8 is that it all ties to diminution in value. If there is a
9 diminution in value of our pre-petition liens, to the extent
10 they are deemed to be valid during this interim period, it
11 creates adequate protection liens on all the debtors' assets.
12 That's my layman's view. And if Your Honor sees anything in
13 the drafting there that seems to state otherwise, I'm happy to
14 address it, but I think it's clear.

15 On liens on avoidance actions, this is I think
16 Mr. Beck accurately stated. This is important to our clients
17 under the circumstances. I know we don't have a committee yet
18 and I know that committees have a tendency to point at this as
19 something to argue about or perhaps trade. At the end of the
20 day, this is an interim order.

21 There would have to be a diminution in value during
22 this interim period taking into account adequate protection
23 payments that we receive to extend the liens to those avoidance
24 actions. I'm not saying that that's an unlikely occurrence,
25 but I am saying it limits, to some degree, what we're asking

1 for today. And if a committee gets appointed between now and
2 the second-day hearing and wants to revisit this issue on a go-
3 forward basis beyond the interim period, we can address that.

4 But we think, ultimately, the ask is extremely fair.
5 These are unencumbered assets like any other. I know
6 committees want to find unencumbered assets, but we need real
7 adequate protection here. We have all asset liens. We need
8 something beyond our existing package to look to.

9 On the adequate protection payments, this is a unique
10 case and it's tricky. The customer programs order that Your
11 Honor indicated you're inclined to enter is key to the success
12 of these cases and how the next few weeks are going to
13 progress. The budget shows my understanding, and it's the
14 debtors' budget, not ours.

15 But my understanding is it shows expected receivables
16 that they intend to collect compared to the operating expenses
17 of the business. But there is very much a need to get to deals
18 with customers here. Powin needs to engage with customers
19 pretty much immediately, and I think they already are well in
20 the process of doing so, on the customer programs framework to
21 get to deals, to get customers what they need to complete
22 projects, and to get the services that the company offers and
23 to bring revenue into the company.

24 If that can't be achieved, then these cases are
25 simply not going to be a success. And I can't promise

1 Mr. Abramowitz or anyone else that there's going to be a great
2 end-game here or that there's going to be a 13-week budget.
3 That's the ambition that we're all playing into, and we really
4 hope to get engagement and for it to be a success. But there
5 simply is no way to promise that everything is going to land
6 the way we want it to. It's just the nature of the kind of
7 situation we find ourselves in.

8 But the adequate protection payments are crucial to
9 our clients and are the fair quid-pro-quo for what they're
10 allowing the rest of the cash to be used for here.

11 THE COURT: All right. Thank you, Mr. Zatz.

12 MR. ZATZ: Thank you, Your Honor.

13 THE COURT: I am looking at, I guess, a final hearing
14 date of July 7th. It's a Monday. I will be traveling, so I
15 will be doing this -- it will be remote. If it turns out that
16 an evidentiary hearing is required, we're going to push it a
17 week to the 14th. But to the extent we can do it remotely,
18 even if testimony is limited, I prefer that route. I think it
19 makes sense for this case and this party.

20 So fixing a final hearing and a second-day hearing on
21 anything that was an interim to July 7th puts us from now about
22 three and a half weeks. Today is the 12th, so it takes us past
23 the July 4th holiday.

24 I will approve use of cash, including the adequate
25 protection payments, but no more than two payments. I'll let

1 the parties decide how to spread it out. I think that will --
2 and when I -- and -- well, I'm sorry.

3 Mr. Sponder, I do see your hand. I just saw that.
4 You wish to be heard?

5 MR. SPONDER: I'm sorry, Your Honor. Jeff Sponder
6 from the Office of the United States Trustee.

7 I was going to chime in also about the \$4 million
8 payments that Mr. Abramowitz raised and neglected to do so and
9 apologize for that.

10 There is also a \$1.5 million consent fee that's being
11 paid to the lenders. So there are a lot of payments being made
12 here. What I want to make clear and understood, Your Honor, is
13 that with respect to Paragraph 7(b) and adequate protection,
14 that the lender is only receiving a replacement lien as
15 adequate protection. That's really all I'm asking for.

16 If that's what's being done here, then great. That's
17 what the language provides, but it has more words than simply
18 the lender is receiving a replacement lien.

19 As to the challenge period, Your Honor, we are fine
20 again with the 75 days for all parties-in-interest other than
21 the committee from date of the interim and 60 days from
22 appointment for the committee, but we still believe a
23 Chapter 11 trustee should be included, as well as a Chapter 7
24 trustee and that it should be 45 days instead of 15 days to
25 allow those independent fiduciaries to get up to speed.

1 Avoidance actions, Your Honor, as I'm sure you know
2 we always raise it, it should be left for the committee or at
3 least Your Honor to reserve the right to the committee at the
4 final hearing. That's all I have.

5 Thank you, Your Honor.

6 THE COURT: All right. Thank you, Mr. Sponder.

7 Mr. C deBaca.

8 MR. C deBACA: Yes. Thank you, Your Honor.

9 My clients don't have an issue with any of what was
10 just discussed in respect of adequate protection payments or
11 liens. However, I did want to just take a moment to pick back
12 up on my earlier comments about Section 363(b), in particular,
13 and describe how I think that changes the landscape with
14 respect to IP in particular, that, I'm not lodging a request or
15 an objection right now. However, I do think it's important to
16 note that adequate protection can take the form of more than
17 just liens, payments, and in particular, with respect to IP,
18 that protection may need to take the form of having my clients
19 get access to necessary IP to be able to protect their
20 projects.

21 So, for example, to the extent they need passwords to
22 get administrative access to critical software to be able to
23 run their projects, we may need to, to the extent we can't
24 consensually agree on a protocol to get that type of
25 information, we may need to revisit this issue in the broader

1 context of the final hearing.

2 THE COURT: Fair enough. Rights are reserved to
3 raise these issues as part of the final hearing.

4 Ms. Parlin.

5 MS. PARLIN: I'm just going to piggyback on what my
6 learned colleague just said for our client is the same issues.
7 We are very concerned about access to the IP and access to the
8 process. And I understand that my client is in the process of
9 talking with the debtors about the very type of new customer
10 program agreement as Mr. Durrer explained to the Court would be
11 crucial to the debtors' success going forward.

12 But, in any case, our client certainly has 365(n)
13 rights for the IP and the information and needs to preserve all
14 of its rights. So, again, we reserve all of our rights on
15 behalf of Invenergy.

16 THE COURT: Fair enough. Court recognizes the
17 reservation of rights. Thank you.

18 All right. So as I indicated, I'm going to approve
19 cash collateral. I'm going to authorize the payment of the
20 adequate protection fee of only two payments over that period
21 of time pending final hearing. That should give the committee
22 that gets appointed an opportunity to vet the transaction.

23 The adequate protection liens that are being
24 proposed, I think we all agree on the concept. They are to
25 serve as a form of adequate protection, the additional liens,

1 even on the avoidance actions.

2 If we're having \$8 million in payments, I seriously
3 doubt we're going to have a diminution in value of the
4 collateral more than that amount in three and a half weeks. If
5 we do, we're all in trouble in this case.

6 So I don't believe it's threatening the position of
7 the estate at this point to give the liens on the avoidance
8 actions on an interim basis only. All bets are off as far as a
9 final subject to parties coming in and making their case.

10 As to the language on Paragraph 7, I think we're
11 there. What I would ask is to submit the form of order with
12 the language you agree upon, highlight for me what's not in
13 agreement, and I'll see if I can massage it or choose one or
14 the other.

15 I believe rights are being preserved with respect to
16 the 365(n) issue, as well as the issues raised as far as
17 adequate protection for those licensees.

18 Have I missed anything, counsel?

19 MR. DURRER: I'm sorry, Your Honor. I'm loathe to
20 mess with success here, but I'd want to make sure when we go
21 back to negotiate the COC order with everyone that we're on the
22 same page, because I think there was one issue that fell by the
23 wayside. It's this paragraph near the end about the binding
24 effect of the order.

25 We have competing language with the U.S. Trustee. I

1 don't think there's a huge difference, substantively. I think
2 the key from our perspective is we are counting on the active
3 protection package here, and that includes in the hopefully
4 unlikely instance that the case converts. So we felt it was
5 important to make the mention of the successor cases in that
6 paragraph.

7 We'll try if we can find a resolution with the U.S.
8 Trustee. If not, we'll do like you said, competing language
9 for you to work with.

10 THE COURT: That's fine.

11 I recognize. Again, I don't see on an interim basis
12 a Chapter 11 trustee being an issue in three and a half weeks.
13 So I don't think we have to stumble over that.

14 MR. DURRER: Okay. Thank you, Your Honor.

15 THE COURT: Thank you.

16 UNIDENTIFIED SPEAKER: Just a related issue, Your
17 Honor. I think we need your guidance on the challenge period
18 duration.

19 THE COURT: I thought there was a consensus.

20 It's 75 days for all parties.

21 UNIDENTIFIED SPEAKER: I don't think they've agreed
22 on the 15 days for the Chapter 7 trustee or the exclusion of
23 the Chapter 11 trustee.

24 THE COURT: I'm comfortable just allowing the 15
25 days. I don't think 15 or 30 days is going to make a

1 difference with a Chapter 7 trustee at that point. So they'll
2 get their act together quickly if need be. And, again, I don't
3 see, I'm not going to require the inclusion of a Chapter 11
4 trustee. I just don't think it's going to be relevant.

5 Counsel?

6 MR. DURRER: Van Durrer of Dentons for the debtors,
7 Your Honor.

8 I think that's all we needed today. We appreciate
9 the Court's time and going over time.

10 Just as a matter of housekeeping, if possible, if we
11 could move those suggested hearing dates to the Tuesday, just I
12 think it'll enhance our opportunity to present you with a
13 cleaner consensual package as opposed to the Monday. So the
14 8th and the 15th, as opposed to the 7th and the 14th.

15 And as promised, I will work with Ms. Tancredi to
16 decide whether we even need a motion for lift stay. But we
17 will, as I said, agree to expedite that. So probably the last
18 week of June, if we do have to have a hearing, and we're fine
19 with that being virtual, if Ms. Tancredi is.

20 THE COURT: All right. Ms. Tancredi, check with
21 chambers. It gets tight timeframe.

22 I don't have an issue if the parties are comfortable
23 with being the, nobody wants to start things on a Monday, but
24 the 8th and the 15th, that works for us.

25 All right.

1 MS. TANCREDI: Thank you.

2 THE COURT: All right.

3 And I thank you all. I don't see any more raised
4 hands remotely. So I appreciate all of the counsel --

5 MR. DURRER: I apologize. One more thing, Your
6 Honor. Van Duren for the debtors.

7 We're working closely with the U.S. Trustee on
8 retention applications. We would seek to make those *nunc pro*
9 *tunc*, there's been quite a bit of activity. I'm just not
10 asking you to comment on that, Your Honor, but I wanted
11 Mr. Sponder to be aware. I think he is, but I would be remiss
12 for all the professionals on my side of the aisle if I didn't
13 comment on that.

14 THE COURT: That's fair enough. I think we have a
15 significant practice here in Jersey of accommodating.

16 Thank you.

17 MR. DURRER: Thank you, Your Honor.

18 THE COURT: All right.

19 Thank you, folks. I appreciate all of your time and
20 efforts.

21 THE CLERK: A few more hands we have.

22 We have a few more hands. Oh. I tried.

23 (Laughter)

24 THE COURT: Mr. Sponder.

25 (No audible response)

1 THE COURT: Mr. Sponder, are you there?

2 MR. SPONDER: Yes, Your Honor. Can you hear me now?

3 THE COURT: I can. Thank you.

4 MR. SPONDER: Great.

5 Your Honor, if we're going to do July 8th, I have a
6 341(a) meeting at 10:00 a.m., so I was hopeful that possibly we
7 could start at 11:30, unless that's a problem for everyone
8 else. If it is, then I can hand off something, but it's one of
9 the larger cases, as well.

10 THE COURT: It works for the Court as well. 11:30 is
11 fine.

12 Thank you.

13 MR. SPONDER: Thank you, Your Honor.

14 THE COURT: You're welcome.

15 Mr. Oswald. Good morning, still.

16 MR. OSWALD: Good morning, Your Honor. Good to see
17 you.

18 THE COURT: Yes.

19 MR. OSWALD: I was just going to ask for that clarity
20 time of the hearing. I got the two dates, but thank you,
21 11:30.

22 THE COURT: 11:30. And, oh, let me also include that
23 those are final hearings. Any opposition to the final hearing,
24 let's have close of business, July 1st. All right?

25 MR. OSWALD: Thank you.

1 THE COURT: And, for all your benefit, we consider
2 close of business to be 4:30 when the clerk's office closes up.
3 I know it changes for the real world.

4 All right. Thank you.

5 Thank you, folks. Take care.

6 MR. BECK: Thank you, Your Honor.

7 (Proceedings concluded at 11:20 a.m.)

8 * * * * *

C E R T I F I C A T I O N

I, Karen K. Watson, court-approved transcriber,
hereby certify that the foregoing is a correct transcript from
the official electronic sound recording of the proceedings in
the above-entitled matter, and to the best of my ability.

/s/ Karen Watson
KAREN WATSON, AAERT CET-1039

DATE: June 13, 2025

J&J COURT TRANSCRIBERS, INC.

Exhibit 8"

"

(Motion of the Debtors Authorizing Debtors to Pay Employee Obligations)

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Joint Administration Requested)

**MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (I)
AUTHORIZING DEBTORS TO (A) PAY EMPLOYEE OBLIGATIONS AND (B) CONTINUE
EMPLOYEE BENEFIT PROGRAMS, AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.



TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Powin, LLC and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”) under chapter 11 of title 11 of the United States Code, §§ 101 et seq. (the “Bankruptcy Code”), in these chapter 11 cases (the “Chapter 11 Cases”), by and through their undersigned counsel, hereby move (the “Motion”)² for entry of an interim order (substantially in the form attached hereto as Exhibit A, the “Interim Order”) and a final order (substantially in the form attached hereto as Exhibit B, the “Final Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto (together, the “Employee Compensation & Benefits”); (ii) scheduling a final hearing; and (iii) granting related relief.

In further support of the Motion, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. The Debtors seek authorization to continue to provide the Employee Compensation & Benefits to the Debtors’ workforce without delay. This Motion seeks relief necessary for the Debtors to retain the morale and services of their workforce that is necessary for the success of these Chapter 11 Cases. Soon, the Debtors anticipate filing a motion seeking authorization to further retain and incentivize employees through bonuses to be issued under newly designed “KEIP” and “KERP” programs.

² Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration (as defined below).

I. JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The predicates for the relief requested herein are sections 105(a), 362(d), 363(b), 507(a), and 541(b) of the Bankruptcy Code, Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 9013-1, and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

II. BACKGROUND

A. General Background

5. On June 9, 2025 (the “Petition Date”), the Debtors each commenced a voluntary case for relief under chapter 11 of the Bankruptcy Code.³ The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to

³ Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were filed shortly thereafter on June 10, 2025.

sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

6. Additional information regarding the Debtors, including their business and the events leading to the commencement of these Chapter 11 Cases is set forth in the Declaration of Gerard Uzzi in Support of Emergency First Day Motions (the “First Day Declaration”), filed concurrently herewith.

B. Specific Background

a. **The Debtors’ Employees**

7. As of the Petition Date, the Debtors employ approximately 85 non-insider individuals (of which a majority work in Oregon, with the others working in other states) in addition to their executive team (the “Employees”).

8. The Debtors have significantly reduced their workforce this year, including in a reduction-in-force that took place on June 6, 2025. The remaining Employees represent approximately 17% of the Debtors’ workforce compared to January 1, 2025. These Employees remain, because they are critical for the Debtors’ operations – particularly, with respect to the Debtors’ Project and Technology branches of their services business – and to maintaining going concern value for the Debtors’ business. The Employees are difficult to replace, and without the Employees’ services, the Debtors will no longer be able to provide products and services to their customers. A number of the Debtors’ employees have also resigned because of the uncertain situation. The Debtors cannot provide assurances that the Employee Benefit & Compensations will be provided in the ordinary course, the Debtors believe that more resignations will follow

9. The Debtors are not parties to any collective bargaining agreements.

b. Employee Base Pay and Payroll

10. The Debtors' Employees are paid either a salary or on an hourly basis as their primary form of compensation. Employees receive wages and salaries (the "Wages") on a bi-weekly basis every other Friday. The Debtors generally fund their payroll approximately two days before the applicable payday (on the applicable Wednesday).

c. Unpaid Employee Wages

11. Payroll is generally paid one week in arrears. In the last regular payroll, on June 6, 2025,⁴ the current Employees received payment for services provided through Friday, May 30, 2025. The next payroll, on June 20, 2025, will cover the pay-period of May 31 through June 13, 2025.⁵ The Employees are therefore owed prepetition Wages.

12. The Debtors estimate that they owe their Employees an aggregate of approximately \$527,262.17 on account of accrued prepetition Wages (collectively, the "Unpaid Employee Wages"). However, this amount may fluctuate depending on contingencies.

13. Postpetition, the Debtors estimate that their average gross payroll for their Employees will be (before Adjustments/deductions) approximately \$1,150,000 per month.

14. By this Motion, the Debtors seek authority, but not direction, to pay the Unpaid Employee Wages in the ordinary course of business. As of the Petition Date, the Debtors believe that they do not owe any Unpaid Employee Wages in excess of the statutory cap of \$17,150 set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Statutory Cap") to any

⁴ As referenced above, on June 6, 2025, the Debtors conducted a reduction-in-force, and prior to the bankruptcy filing, processed and fulfilled their remaining payment obligations to the terminated employees by depositing funds into the payroll account for the applicable amounts due.

⁵ In these payrolls Debtors would ordinarily pay Employees amounts that had been reconciled or adjusted as owed from any previous underpayment, including recently submitted expenses, uncalculated overtime, etc. (with these amounts as the "Adjustments" and which, as applicable are included within the definition of Unpaid Employee Wages).

Employees(s). However, out of an abundance of caution, the Debtors seek authority to pay any amounts above the Statutory Cap solely on a final basis.

d. Payroll Costs

15. The Debtors utilize software and services from UKG (the “Payroll Provider”) to support payroll processing, payroll tax calculations and filings, and other payroll-related services (all such associated costs, collectively, the “Payroll Costs”). The Debtors pay the Payroll Provider a quarterly fee, and the next payment will be due in July, 2025. The Debtors owe the Payroll Provider \$90,616.61, which last payment was due in April, 2025. The Debtors seek authority to honor prepetition and postpetition amounts of Payroll Costs, including amounts owed to the Payroll Provider, to ensure continued payroll services during the Chapter 11 Cases.

e. Supplemental Workforce

16. The Debtors may need to utilize independent contractors for services during the Chapter 11 Cases. These independent contractors (the “Supplemental Workforce”) would be paid by the Debtors as needed. As of the Petition Date, the Debtors estimate that approximately \$0 is owed to the Supplemental Workforce. The Debtors request authority to pay the Supplemental Workforce, as part of their ordinary course of business.

f. Deductions and Withholding

17. In the ordinary course of business, the Debtors incur obligations on account of Payroll Deductions and Employee Payroll Taxes (each as defined below and collectively, the “Withholding Obligations”).

i. Payroll Deductions

18. The Debtors routinely deduct amounts from Employees’ wages, including garnishments and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee’s share of

healthcare benefits and insurance premiums (the “Payroll Deductions”). The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to honor their Payroll Deductions and to pay any prepetition claims with respect thereto in the ordinary course of business.

ii. Payroll Taxes

19. The Debtors are required by law to withhold from the Employees’ wages amounts related to, among other things, national, regional, and local income tax (the “Employee Payroll Taxes”) for remittance to the appropriate taxing authorities. The Employee Payroll Taxes are generally processed and forwarded to the appropriate federal, state, or local taxing authority when the Employees’ payroll checks are disbursed. The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to honor their Employee Payroll Taxes and to pay any prepetition claims with respect thereto in the ordinary course of business.

g. The Debtors’ Employee Benefit Programs

20. In addition to their wages, the Debtors’ Employees also generally are entitled to receive other forms of compensation, including health benefits, paid time off, and reimbursement of certain business expenses (collectively, the “Employee Benefit Programs”). The Employee Benefit Programs include, but are not limited to: (i) reimbursement of expenses, (ii) paid time off, (iii) a healthcare program, including dental and vision coverage, (iv) health savings accounts or flexible spending accounts, (v) life and disability coverage, (vi) workers’ compensation, (vii) a 401(k) retirement savings plan, and (viii) an ethics and harassment platform.

i. Business Expense Reimbursements

21. The Debtors customarily reimburse Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtor. Such expenses typically include, but are not limited to, business-related travel expenses (including mileage) and other items

(the “Reimbursement Obligations”). Expense reports detailing the Reimbursement Obligations are submitted for reimbursement by the Employees and generally must be supported by copies of receipts. Expenses are paid with payroll, and the Debtors utilize a vendor, Concur (the “Expense Vendor”). Employees expect that their business expenses will be paid promptly, and Employees may suffer hardship in delay of payment of these expenses.

22. There is commonly delay between when an Employee incurs an expense and submits the corresponding expense report for processing. Therefore, it is difficult for the Debtors to determine the exact amount of Reimbursement Obligations that are due and owing for any particular time period. However, the Debtors believe that few, if any, Employees will be owed expenses earned within 180 days of the Petition Date that would require payment above the Statutory Cap. Upon information and belief, certain of the Debtors’ executives are owed amounts that may exceed the Statutory Cap for recent business travel to Oregon, and the Debtors seek authority to pay these amounts (to the extent they cause the Employee to be paid over the Statutory Cap) only in the Final Order. Other than these expenses, the Debtors seek authority to pay Employees in the ordinary course all Reimbursement Obligations amounts, no matter when earned, and to continue to pay future amounts in the ordinary course of the Debtors’ business.

ii. Paid Leave

23. **PTO.** The Debtors provide eligible (non-insider) Employees with paid time off (“PTO”). Employees are eligible for varying amount of PTO, depending on their length of service and may exercise PTO according to company policy. Recently, the Debtors capped PTO at a maximum of 40 hours, but grandfathered in amounts exceeding 40 hours for Employees that had already accrued more than 40 hours. Upon an Employee’s termination, the Debtors will cash out the Employee’s PTO benefits to the extent required by applicable law.

24. As of the Petition Date, the Debtors estimate they owe \$691,170.14 (before adjustments/deductions) for accrued PTO for current Employees. The Debtors believe that the continuation of PTO policy in accordance with prior practice for their current Employees is essential to maintaining Employee wellness and morale during the Chapter 11 Cases. Further, the policies are broad-based programs upon which all Employees have come to depend, and the continuation of those programs will not create any material cash flow obligations beyond the Debtors' normal payroll obligations. Moreover, disruptions or changes to these policies could have a direct impact on Employee commitment, morale, and retention, to the detriment of the Debtors.

25. The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to pay amounts on account of PTO if and when they come due in the ordinary course of business and under applicable law.

26. ***Other Leave.*** The Debtors also offer parental, bereavement and other leave through their vendor, Voya. The Debtors seek authority, but not direction to pay, in their discretion and in the ordinary course of their business, amounts owed to Voya in the ordinary course and to administer these leave policies in the ordinary course of business.

iii. The Health Plans

27. The Debtors offer eligible Employees and their eligible dependents (collectively, the "Dependents") the option of medical, dental and vision insurance. For medical insurance, including prescription drug coverage, the Debtors offer coverage (the "Medical Plan") through Regence ("Health Provider"). The Debtors bear a percentage of the costs of the Medical Plan for eligible Employees (which amount varies depending on their coverage and Dependents), and the Employees bear the remainder of the costs, based on dependent elections. In the ordinary course

of their business, on the first of the month, the Debtors pay the Health Provider premiums for the following month, and, as of the Petition Date, the Debtors are current in payments to the Health Provider.

28. For dental insurance, the Debtors also offer coverage through Delta Dental (the “Dental Plan”). The Debtors bear a percentage of the costs of the Dental Plan for eligible Employees (which amount varies depending on their coverage and Dependents). The Debtors pay for the Dental Plan on the first of the month.

29. For vision insurance, the Debtors offer coverage through VSP (the “Vision Plan,” and, together with the Medical Plan and Dental Plan, the “Health Plans”). The Debtors bear 100% of the costs of the Vision Plan for eligible Employees. The Debtors pay for the Vision Plan mid-month.

30. Prepetition, the Debtors’ monthly cost for the premiums of the Health Plans was approximately \$420,000 per month, which amount should reduce during the Chapter 11 Cases due to the pre-petition reduction in force.⁶ The Debtors’ Health Plans are fully insured, and there is no estate liability outside of payment of premiums and a monthly fee of \$15,833.33 to the Debtors’ broker, Alliant.

31. The Debtors seek authority, but not direction, to pay any amounts due and to continue to pay, in their discretion, the premiums for the Health Plans incurred postpetition and to maintain their Health Plans. The Debtors further seek authority to make payments due or that will be due to their broker(s) relating to the Health Plans and any other amounts necessary to maintain the Health Plans.

⁶ Given the reduction of the size of the Debtors’ workforce, the providers for the Health Plans will likely have a right to re-negotiate terms of the Health Plans, which could result in a higher per-capita, but lower gross, amount owed by the Debtors.

iv. *FSAs and HSAs*

32. The Debtors also offer their Employees the benefit of maintaining a respective health-savings account (the “HSA(s)”) and a flexible savings account (the “FSA(s)”) through Rocky Mountain Reserve (the “HSA & FSA Benefits”). Employees contribute to the FSAs at their election, and the Debtors do not contribute to the FSAs.

33. The Debtors contribute to HSAs based on the type of coverage for the Employee. The Debtors contribute semi-annually to Employee HSAs, with the next payment due in July, 2025. Additionally, the Debtors pay a monthly administration fee to Rocky Mountain Reserve of approximately \$3.75 per employee HSA enrollee and \$2.75 per Employee FSA enrollee. The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to honor their HSA & FSA Benefits and to pay any prepetition claims with respect thereto in the ordinary course of business.

v. *COBRA*

34. The Debtors are required to offer certain of their former Employees certain health benefits following termination of employment under § 4980B of the Internal Revenue Code to administer Continuation Health Coverage (“COBRA”) (*see* 26 U.S.C. § 4980B). Pursuant to COBRA, former Employees of the Debtors (the “COBRA Eligible Employees”) may continue using certain health benefits (the “COBRA Benefits”), and are entitled to continue to receive COBRA Benefits for up to eighteen, and occasionally thirty-six, months following termination of employment. The Debtors’ COBRA Eligible Employees are typically responsible for paying all costs associated with the COBRA Benefits.

35. The Debtors have also provided COBRA benefits to employees that have been previously terminated, for which the Debtors are responsible for payment, which responsibility

extends, to the Debtors' belief, through September, 2025. Certain current Employees also have similar COBRA benefits in their contract upon severance.

36. The Debtors pay a 2% administrative fee for enrolled COBRA participants. The Debtors request authority, but not direction, to (a) pay any prepetition amounts outstanding on account of the COBRA Benefits; (b) to continue to offer the COBRA Benefits, including to Employees who may be terminated after the Petition Date, if any, and to honor all postpetition obligations related thereto in the ordinary course of business consistent with past practices; and (c) to continue to pay fees related to the COBRA Benefits in the ordinary course of business on a postpetition basis.

vi. *Employee Life, AD&D and Background Check Insurance*

37. The Debtors offer eligible Employees premium based group life insurance ("Life Insurance") and accidental death and dismemberment insurance, disability and other similar insurance ("AD&D Insurance") through Voya. The Debtors also offer background check insurance ("Background Check Insurance") through Accurate Ace. The Debtors pay premiums monthly, and the prepetition amount of monthly premiums for Life Insurance, AD&D Insurance and Background-Check Insurance total approximately \$30,000 per month, less voluntary employee deductions, which amount should be reduced during the Chapter 11 Cases due to the prepetition reduction in force.

38. The Debtors' Employees and their families depend on insurance provided by the Debtors as a fundamental aspect of compensation. Any disruption or perceived-disruption regarding insurance benefits or coverage would damage morale and may cause Employees to seek employment elsewhere. The Debtors are not current on their insurance obligations and owe Voya estimated amounts of \$85,897.89 for AD&D Insurance and \$111,591.37 for Life Insurance. The

Debtors seek authority, in their discretion, to pay these amounts and any accrued and unpaid prepetition premiums and related charges, to continue the above benefits post-petition and to deliver the Employees' portion of any accrued and unpaid prepetition premiums for the AD&D Insurance and Life Insurance to the corresponding administrators in connection with the payment of the Wages and withholding obligations.

vii. Workers' Compensation

39. The Debtors maintain workers' compensation insurance for their Employees at the statutorily required level for each state in which they have Employees (collectively, and as described herein, the "Workers' Compensation Program"). As part of the Workers' Compensation Program, the Debtors maintain a workers' compensation insurance policy with Zurich American Insurance Company (the "Workers' Compensation Insurance Policy"). The Debtors must continue claim assessment, determination, adjudication, and payment pursuant to the Workers' Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements.

40. The Debtors are not aware of any active, open claims under the Workers' Compensation Program. To the extent any Employees assert claims arising under the Workers' Compensation Program, the Debtors request that the Court modify the automatic stay under section 362 to permit the Employees to proceed with such claims. This requested modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

41. Because the Debtors are statutorily and/or contractually obligated to maintain the Workers' Compensation Program, their inability to do so may result in adverse legal consequences

that potentially could disrupt the reorganization process. As of the Petition Date, the Debtors do not believe that there are any prepetition amounts outstanding on account of accrued but unpaid Workers' Compensation Program obligations. However, out of an abundance of caution, the Debtors request authority, but not direction, to (a) pay prepetition amounts due on account of the Workers' Compensation Program and consistent with past practice, (b) continue the Workers' Compensation Program in the ordinary course of business, and (c) to the extent applicable, modify the automatic stay solely to allow Employees to assert claims under the Workers' Compensation Program.

viii. Retirement Plan

42. The Debtors offer eligible Employees the opportunity to participate in a defined 401(k) contribution plan through Empower, which allows for voluntary employee pre-tax deferrals (the "Retirement Plan"). Employees participating in this program may contribute up to 90% of their salary up to the federal statutory cap per year, and the Debtors deduct the employee pre-tax deferrals from Employee paychecks for each pay-cycle. The Debtors' Retirement Plan includes a match (each pay-period) by the Debtors of up to 100% up to the first 3%, and 50% on the next 2% of Employee contributions. Failure to timely forward the Employees' Retirement Plan deductions may be a violation of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), resulting in potential personal liability for the Debtor's officers for such deducted amounts. Maintaining the Retirement Plan as a part of the Employee Benefit Programs is critical to maintaining employee morale.

43. The Debtors seek authority to deliver the Employee contributions in connection with the payment of Wages and withholding obligations described above. Administration fees for the Retirement Plan are paid through plan assets. The Debtors respectfully request that the Court

authorize, but not direct, the Debtors to maintain their Retirement Plan, to deliver Employee contributions to continue to honor their matching contributions (whether for prepetition or postpetition amounts), and to pay any related fees and costs, if and when they come due in the ordinary course of business.

ix. Ethics and Harassment Platform

44. The Debtors maintain an ethics and harassment platform (the “Platform”) with NAVEX Global to assist their Human Resources department and to provide mandatory and discretionary training to employees. The Debtors pay a \$30,000 annual fee. The Debtors are not current, and, if the Debtors do not make payment by June 18, 2025, service will be suspended. The Debtors seek authority, in their discretion, to pay this amount and amounts due relating to the Platform.

III. RELIEF REQUESTED

45. The Debtors seek authority, (a) under the Interim Order, (i) to pay and administer the Employee Compensation & Benefits, including to pay (a) in the ordinary course as amounts arise post-petition, (b) in the ordinary course amounts up to the Statutory Cap for any individual Employee to the extent such amounts arise pre-petition and (c) identified third parties including the Health Provider and Payroll Vendor any amounts owed; (ii) to the extent applicable, modify the automatic stay solely to allow Employees to assert claims under the Workers’ Compensation Program; (iii) authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion; (iv) waive any applicable stay and enter the Interim Order on an emergency or expedited basis; and (v) grant related relief, and (b) under the Final Order, to (i) exercise the relief granted in the Interim Order and (ii) as applicable, also to pay any amounts above the Statutory Cap sought herein.

IV. BASIS FOR RELIEF

A. A Substantial Portion of the Employee Compensation & Benefits are Entitled to Priority Treatment, and are Required to be Paid to Confirm a Plan.

46. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle certain of the Employee Compensation & Benefits owed to the Employees to priority treatment. As priority claims, the Debtors are required to pay these claims in full to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(b) (requiring payment of certain allowed unsecured claims for (a) wages, salaries, or commissions, including sick leave pay earned by an individual, and (b) contributions to an employee benefit plan). Thus, granting the relief sought herein should only affect the timing of certain payments to the Employees, and should not materially affect recoveries for general unsecured creditors. Indeed, payment of the Employee Compensation & Benefits at this time enhances value for the benefit of all interested parties.

47. The majority of Employee Compensation & Benefits and related taxes that the Debtors request authority to pay and/or honor are amounts entitled to priority in payment under §§ 507(a)(4), (5) and (8)(D). If the aggregate prepetition Wages, Employee Benefits and PTO that accrued within the 180 days prior to the Petition Date exceed the sum of \$17,150 allowable as a priority claim under §§ 507(a)(4) and (5) for any individual Employee or member of the Supplemental Workforce, the Debtors are not requesting interim authority, by this Motion, to pay any such excess amounts.

48. Thus, *on an interim basis*, the Debtors request authority to pay or honor all *prepetition* amounts of Employee Compensation & Benefits in the ordinary course of business, but only up to the \$17,150 Statutory Cap for each Employee. The Debtors only seek *final authority* to pay applicable pre-petition amounts above this cap.

B. Payment of Certain Employee Compensation & Benefits Is Required by Law

49. The Debtors seek authority to pay the applicable Withholding Obligations to the appropriate third-parties. These amounts principally represent wages that governments, Employees, or judicial authorities have designated for deduction from the Employees' paychecks. Indeed, certain Withholding Obligations are not property of the Debtors' estates, because the Debtors have withheld such amounts from the Employees' paychecks on another party's behalf. *See* 11 U.S.C. § 541(b)(1), (d); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95–97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholding Obligations may not be property of the Debtors' estates, the Debtors request authorization to transmit the Withholding Obligations on account of the Employees to the proper parties in the ordinary course of business. Failure to remit such Withholding Obligations could subject the Debtors to disputes or collection efforts from governmental authorities or third-parties that may not respect the automatic stay.

C. The Debtors May Pay Employees in the Ordinary Course of Business under Section 363

50. Section 363(c)(1) of the Bankruptcy Code expressly grants the Debtors the authority to “enter into transactions . . . in the ordinary course of business” and “use property of the estates in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Therefore, the Debtors believe they are permitted to pay all postpetition amounts due pursuant to the Employee Compensation & Benefits, as such actions are in the ordinary course of the Debtors' business. Out of an abundance of caution, however, the Debtors seek entry of an order granting

the relief requested herein to provide certainty and avoid any disruptions to their business operations.

51. In addition, the Court may grant authority to pay amounts arising prepetition pursuant to §§ 363(b) and 105(a). Section 363 provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under § 363(b), courts require only that the debtor “show that a sound business purpose justifies such actions.” *See, e.g., In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (requiring that the debtor show a “sound business purpose” to justify its actions under § 363) (internal citations omitted); *see also In re Phx. Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987). Moreover, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”).

D. The Debtors May Pay Employees Under Section 105(a) and the Necessity of Payment Doctrine

52. The Court may also authorize payment of prepetition claims in appropriate circumstances under § 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of a bankruptcy court and empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Specifically, the Court may use its power under § 105(a) to authorize the payment and continuation of the Employee Compensation & Benefits under the “necessity of payment” rule (also referred to as the “doctrine of necessity”). The doctrine is designed to foster a debtor’s

rehabilitation, which courts have recognized is “the paramount policy and goal of chapter 11.” *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was “essential to the survival of the debtor during the chapter 11 reorganization”).

53. The United States Court of Appeals for the Third Circuit recognized the “necessity of payment” doctrine in *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, (3d Cir. 1981). The Third Circuit held that a court could authorize the payment of prepetition claims if such payment was essential to the continued operation of the debtor. *Id.* at 581 (stating a court may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”). Moreover, in 2017, the U.S. Supreme Court, in *Czyzewski v. Jevic Holding Corp.*, recognized that courts “approve[] interim distributions that violate ordinary priority rules,” generally when there are “significant Code-related objectives that the priority-violating distributions serve,” including “**payment of employees’ prepetition wages.**” 137 S. Ct. 973, 985 (2017) (emphasis added). Therefore, the Debtors seek relief, as required, under this doctrine.

54. Here, the majority of the Employees rely on the Employee Compensation & Benefits to satisfy their daily living expenses and to provide security and assurance for themselves and their families regarding reacting to and planning for major life-events. Consequently, the Employees will be exposed to significant financial difficulties if the Debtors are not permitted to honor obligations for unpaid Employee Compensation & Benefits. Additionally, continuing ordinary course compensation and benefits will help maintain Employee morale, avoid Employee flight that could cripple the Debtors’ ongoing business and endanger creditor recoveries.

55. Moreover, the Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that absent the payment of the Employee Compensation & Benefits, the Debtors may experience turnover and instability at this critical time in their efforts to exit Chapter 11. Given the pre-petition reductions, the Employees remain employed with the Debtors because they are vital, and the Debtors will face extreme difficulty in replacing them.

56. Enterprise/going-concern value may be materially impaired to the detriment of all stakeholders in such a scenario. The Debtors therefore believe that payment and honoring of their Employee Compensation & Benefits is a necessary and critical element of the Debtors' efforts to preserve value during the operation of their business during this case. Retention and motivation of the Current Employees is essential for Debtors to preserve value of their assets and keep the company stable during these cases.

57. Courts in this district have approved similar relief in chapter 11 cases. *See, e.g., In re Cyxtera Technologies, Inc.* No. 23-14853 (JKS) (Bankr D.N.J. June 29, 2023) (authorizing the debtors to (a) pay prepetition employee wages, salaries, and other compensation, and reimbursable expenses, and (b) continue employee benefits programs on a final basis); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 18, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. Apr. 17, 2023) (same); *In re Block Fi, Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 17, 2023) (same); *In re Nat'l Realty Inv. Advisors, LLC*, No. 22-14539 (JKS) (Bankr. D.N.J. Jan. 3, 2023) (same); *In re Alliant Tech., L.L.C.*, No. 21-19748 (JKS) (Bankr. D.N.J.

Jan. 25, 2022) (same); *In re Christopher & Banks Corp.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (same).⁷

V. REQUEST FOR HEARING

58. The Debtors request that the Court hold a hearing and enter the Interim Order on an emergency or expedited basis and schedule a hearing and grant this Motion on a final basis.

VI. COMPLIANCE WITH BANKRUPTCY RULE 6003 AND WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)

59. The Debtors request that the Court determine that the relief requested in this Motion complies with Bankruptcy Rule 6003 and that waiver of Bankruptcy Rules 6004(a) and (h) is appropriate.

60. Bankruptcy Rule 6003 provides:

Except to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, grant relief regarding the following: . . . (b) a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition, but not a motion under Rule 4001. . . .

61. The Third Circuit Court of Appeals has interpreted language similar to that used in Bankruptcy Rule 6003 in the context of preliminary injunctions. In that context, irreparable harm has been interpreted as a continuing harm that cannot be adequately redressed by final relief on the merits and for which money damages cannot provide adequate compensation. *See, e.g., Norfolk S. Ry. Co. v. City of Pittsburgh*, 235 Fed. Appx. 907, 910 (3d Cir. 2007) (citing *Glasco v. Hills*, 558 F.2d 179, 181 (3d Cir. 1977)). Further, the harm must be shown to be actual and imminent, not speculative or unsubstantiated. *See, e.g., Acierno v. New Castle County*, 40 F.3d 645, 653-55 (3d Cir. 1994).

⁷ Due to the volume of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

62. As described in the Motion and supported by the First Day Declaration, the Debtors' Employees depend on timely payment of their compensation, and the Debtors' face an immediate risk of losing these Employees if their right to payment or access to benefits is delayed. As a result, the Debtors respectfully submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003.

63. The Debtors further seek a waiver of any stay of the effectiveness of the Order. Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." As set forth above, the Debtors submit that granting this Motion such that it is effective immediately is essential to prevent irreparable damage to the Debtors and their estates.

64. Accordingly, the Debtors respectfully submit that the relief requested herein is appropriate under the circumstances and under Bankruptcy Rules 6003 and 6004(h).

65. Finally, should the Court be inclined to grant the Motion, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a).

VII. WAIVER OF MEMORANDUM OF LAW

66. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

VIII. RESERVATION OF RIGHTS

67. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the

Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

IX. NO PRIOR REQUEST

68. No prior request for the relief sought in this motion has been made to this or any other court.

X. NOTICE

Pursuant to Local Rule 9013-5(c), notice of this Motion shall be given to the following parties: (a) the Office of the United States Trustee; (b) counsel for the Debtors' Prepetition Secured Parties; and (c) the Debtors' fifty largest unsecured creditors on a consolidated basis. As this Motion is seeking "first day" relief, within 48 hours of the entry of the Order on this Motion, the Debtors will serve copies of the Order, as required by Local Rule 9013-5(f). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

XI. CONCLUSION

WHEREFORE, the Debtors respectfully request entry of an order (i) granting the relief requested herein on an interim basis; (ii) scheduling a hearing and granting the relief requested

herein on a final basis; and (iii) granting the Debtors such other and further relief as the Court deems just and proper.

Dated: June 10, 2025

TOGUT, SEGAL & SEGAL LLP

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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

(Proposed Form of Interim Order)

(Page 1)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,⁸

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**INTERIM ORDER GRANTING MOTION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING DEBTORS TO (A) PAY EMPLOYEE
OBLIGATIONS AND (B) CONTINUE EMPLOYEE BENEFIT PROGRAMS, AND (II)
GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered [•] ([•]) through [•] ([•]), is
ORDERED.

⁸ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

(Page 2)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I)

Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page 3)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

Upon consideration of the Motion⁹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.

⁹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 4)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

2. The final hearing (the “Final Hearing”) on the Motion shall be held on [•], **2025**, at [•]:[•]., **prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on [•], 2025, and shall be served on [•]. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not directed, to continue and/or modify, change, and discontinue the Employee Compensation & Benefits and to implement new programs, policies, and benefits in the ordinary course of business during these Chapter 11 Cases and without the need for further Court approval, subject to applicable law.

4. The Debtors are authorized, but not directed, to continue the Employee Compensation & Benefits programs and to pay or honor prepetition and postpetition amounts related to the Employee Compensation & Benefits programs and related incidental costs, absent further order of this Court in the ordinary course of their business; *provided, however*, that no payment to any individual Employee or member of the Supplemental Workforce of prepetition Employee Compensation & Benefits shall exceed, in the aggregate for that individual Employee, the US \$17,150 statutory cap provided for under § 507(a)(4) unless otherwise required by applicable law or ordered by this Court, including in the Final Order.

5. Nothing herein shall be deemed to authorize the payment of any amounts which violate, implicate, or are otherwise subject to § 503(c). The Debtors will seek approval of any insider bonus or incentive programs, if any, under separate motion under § 503(c) and nothing herein shall prejudice the Debtors’ ability to seek such relief pursuant to § 503(c) at a later time.

(Page 5)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order, or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to § 365; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

7. The Debtors' banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified

(Page 6)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

10. Nothing in this Interim Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to § 365, and all of the Debtors' rights with respect to such matters are expressly reserved.

11. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

13. To the extent applicable, the requirements set forth by Bankruptcy Rule 6003 are satisfied.

14. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

(Page 7)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

15. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

(Proposed Form of Final Order)

(Page 1)

Debtors: Powin, LLC, et al.

Case No. 25-16137(MBK)

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order

Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and Granting Related Relief

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,¹⁰

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**FINAL ORDER GRANTING MOTION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING DEBTORS TO (A) PAY EMPLOYEE
OBLIGATIONS AND (B) CONTINUE EMPLOYEE BENEFIT PROGRAMS, AND (II)
GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered [•] ([•]) through [•] ([•]), is
ORDERED.

¹⁰ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

(Page 2)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page 3)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

Upon consideration of the Motion¹¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.

¹¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 4)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

2. The Debtors are authorized, but not directed, to continue and/or modify, change, and discontinue the Employee Compensation & Benefits and to implement new programs, policies, and benefits in the ordinary course of business during these Chapter 11 Cases and without the need for further Court approval, subject to applicable law.

3. The Debtors are authorized, but not directed, to pay or honor prepetition and postpetition amounts related to the Employee Compensation & Benefits programs and related incidental costs in an absent further order of this Court. For the avoidance of doubt, the Debtors may reimburse expenses to all Employees.

4. Nothing herein shall be deemed to authorize the payment of any amounts which violate, implicate, or are otherwise subject to § 503(c). The Debtors will seek approval of any insider bonus or incentive programs, if any, under separate motion under § 503(c) and nothing herein shall prejudice the Debtors' ability to seek such relief pursuant to § 503(c) at a later time.

5. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order, or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to § 365; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise)

(Page 5)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

6. The Debtors' banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program

9. Nothing in this Final Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory

(Page 6)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

contract or unexpired lease pursuant to § 365, and all of the Debtors' rights with respect to such matters are expressly reserved.

10. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

12. To the extent applicable, the requirements set forth by Bankruptcy Rule 6003 are satisfied.

13. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 7

(Notice of Winning Bidder)

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*Proposed Counsel for Debtors and
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487] (x) Powin Energy Storage 2, Inc., [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.



NOTICE OF WINNING BIDDERS

PLEASE TAKE NOTICE that, on July 17, 2025, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures by Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors’ Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors’ Property Free and Clear of All Causes of Action and Claims* [Docket No. 413] (the “Bidding Procedures Order”) in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”). The bidding procedures (the “Bidding Procedures”) were attached to the Bidding Procedures Order as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that, on July 30, 2025, the Debtors conducted the Auction² in accordance with the Bidding Procedures after receiving: (i) one Qualified Bid from Mainfreight Distribution Pty Ltd (“Mainfreight”) for the MF Credit Bid Collateral (as defined in the MF Bill of Sale); (ii) one Qualified Bid from FlexGen Power Systems, LLC (“FlexGen”) for the Purchased Assets (as defined in the FlexGen Asset Purchase Agreement); and (iii) one Qualified Bid from Hitachi Energy Ltd. (“Hitachi”) for the EKS Interest (as defined below). No other Qualified Bids for the Debtors’ assets were submitted.

PLEASE TAKE FURTHER NOTICE that the Auction has closed and the Debtors, in accordance with the Bidding Procedures, hereby declare (i) FlexGen as the Winning Bidder with

² Capitalized terms not otherwise defined herein shall have the meaning provided in the Bidding Procedures Order.

respect to the Purchased Assets, and (ii) Mainfreight as the Winning Bidder with respect to the MF Credit Bid Collateral.

PLEASE TAKE FURTHER NOTICE that the Bill of Sale with Mainfreight (the “MF Bill of Sale”) is attached hereto as **Exhibit A** and the asset purchase agreement with FlexGen (the “FlexGen Asset Purchase Agreement”) is attached as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that, in connection with the Debtors’ efforts to maximize the value of their estates through the auction process for the sale of substantially all of their assets, the Debtors were presented with an opportunity to monetize, for the benefit of their estates, their indirect 20% equity interest (the “EKS Interest”) in non-debtor EKS HoldCo, LLC—a joint venture with Hitachi—held by Powin EKS SellCo, LLC, a wholly owned non-debtor subsidiary of Powin LLC. The terms of the proposed transaction are set forth in the term sheet attached hereto as **Exhibit C** (the “EKS Term Sheet”) and include a \$15 million cash payment and waiver of all claims against the Debtors’ estates. The Debtors believe that authorizing non-debtor Powin EKS SellCo, LLC to consummate the transaction contemplated by the EKS Term Sheet is in the best interest of their estates and stakeholders. At the Auction, other participants were offered the opportunity to bid on the EKS Interest, but no other bids were received. The Official Committee of Unsecured Creditors supports and approves the EKS Term Sheet. Accordingly, the Debtors will seek authority to enter into the EKS Term Sheet at the Sale Hearing and respectfully submit that no further notice is required under the circumstances.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, the current deadline to file an objection with the Court to the entry of an order approving the Sale is **August 4, 2025, at 12:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Court's request, **the time of the Sale Hearing has recently changed.** The Sale Hearing will now be held on **August 6, 2025, at 10:00 a.m. (prevailing Eastern Time) instead of 11:30 a.m. (prevailing Eastern Time),** before the Honorable Chief Judge Michael B. Kaplan, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom 8, Trenton, New Jersey 08608.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in the Debtors' Chapter 11 Cases are available upon request to Verita Global by calling (866) 507-8031 (U.S./Canada) or (781) 575-2122 (international); (b) by visiting the Debtors' restructuring website at <https://www.veritaglobal.net/powin>; or (c) for a fee via PACER by visiting <http://www.njd.uscourts.gov>.

[Signature page to follow]

Dated: July 31, 2025

DENTONS US LLP

/s/ Lauren Macksoud

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- and -

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Proposed Counsel for Debtors and Debtors-in-Possession

Exhibit A

(MF Bill of Sale)

Bill of Sale

THIS BILL OF SALE (“Bill of Sale”), dated this _____ day of July, 2025, is made in favor of Mainfreight Distribution Pty Ltd (together with its parent, subsidiary or any other affiliate entities, included in the definition of “Mainfreight” under the Terms and Conditions, as defined in the MF Lien Notice, collectively, “Mainfreight”), by Powin, LLC and the below-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”)¹.

WHEREAS, by order of the United States Bankruptcy Court for the District of New Jersey (the “Court”) dated August ___, 2025 (the “Sale Order”), the Court approved the sale of the MF Credit Bid Collateral (defined below) to Mainfreight, free and clear of all liens, claims, interests, or other encumbrances. *See* D.I. ____.

NOW, THEREFORE, for good and valuable consideration in the amount of \$3,000,000 USD, the receipt and sufficiency of which are hereby acknowledged, the Debtors do hereby sell, assign, transfer and convey unto Mainfreight, its successors and assigns, all of Debtors’ right, title and interest in the personalty, equipment and other goods located at, on or about the locations described on **Exhibit “A”** attached hereto and made a part hereof, and as further set forth in Mainfreight’s Credit Bid titled Mainfreight’s Credit Bid for the MF Collateral dated of July 28, 2025 (the “MF Credit Bid Letter”) attached hereto as **Exhibit “B”** (together, the collateral referenced in Exhibit A and B shall be called the “MF Credit Bid Collateral”).

TO HAVE AND TO HOLD the same unto Mainfreight, its successors and assigns forever.

And Debtors do for themselves and their successors and assigns, covenant and agree to and with Mainfreight, its successors and assigns, that the MF Credit Bid Collateral is free and clear of any and all liens, encumbrances, security interests, conditional sales agreements or other agreements whatsoever, and that Debtors are the true and lawful owner of the MF Credit Bid Collateral and have good right and lawful authority, pursuant to the Sale Order, to bargain and sell the same in the manner and form as aforesaid.

¹ The Debtors in the Chapter 11 Cases jointly administered at Case No. 25-16137 (MBK) in the United States Bankruptcy Court for the District of New Jersey, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

For the avoidance of doubt, the MF Credit Bid Collateral is being sold free and clear of all liens, claims, interests, or other encumbrances to the greatest extent permitted by the Bankruptcy Code and applicable non-bankruptcy law. Whichever Mainfreight entity, together with its parent, subsidiary, or any other affiliate entities, holds the Mainfreight Liens² shall be permitted to assign a portion of their claim that supports Mainfreight's Credit Bid to the desired Mainfreight entity as the new owner.

This Bill of Sale is an absolute conveyance. It is the intention of the Debtors and Mainfreight that this Bill of Sale shall not be construed as a conveyance given as security for the amounts owed by the Debtors to Mainfreight or secured thereby or for any other matter.

This Bill of Sale and the sale of the MF Credit Bid Collateral shall not be effective and legally binding until the Sale Order becomes a final order approving the conveyance of the MF Credit Bid Collateral from the Debtors to Mainfreight.

IN WITNESS WHEREOF, Debtors have executed this Bill of Sale on the date set forth above.

DEBTORS:

POWIN LLC, a Delaware limited liability company

By: GERARD UZZI, DEBTORS'
CHIEF RESTRUCTURING OFFICER

Signature: _____

Name: _____

Title: _____

² Capitalized terms used herein otherwise not defined shall have the meanings ascribed to them in the MF Credit Bid Letter.

EXHIBIT A

MAINFREIGHT COLLATERAL HOLDING (minus BHER & AKAYSHA goods)

Current Location, Site of MF Goods; Description of Goods	Applicable Customer/Project	Mainfreight Entity Party to Terms & Conditions/Bill of Lading/Other Applicable Agreements ¹	Applicable Manufacturer of MF Goods	Party Currently Holding Title to MF Goods	MF Pre-Petition Information (Dates, Amounts, Description of Services)
Taiwan Warehouse/ CTWL Taiwan Warehouse [REDACTED]	No Project (Parts & Spares) from Formosa 215 Pallet/Crates stc “Spares & Assorted Parts”	Agreement Standard Terms & Conditions	Formosa & Various Manufacturers	POWIN	Numerous invoices / Shipments / differing jobs
Aberdeen, UK/ ASCO Aberdeen Warehouse [REDACTED]	Overhill Project (Pulse Energy) 4 x Pallets/Crates stc “Spares & Assorted Parts”	Agreement Standard Terms & Conditions	Manufacturer unknown, local Powin LLC stock	POWIN	HBL: USABD4977990 Electrical parts (3 PALLETS) ETD: 06-JAN-25 (USLAX) Eta: 05-FEB-25 (GBGLO) HBL: S05065119 Electrical parts (1 pallet) ETD:13-APR-25 (USLAX) ETA:14-APR-25 (GBLHR)
Lisbon, Portugal/ Extra Gransportes Internacionais [REDACTED]	GALP Project 1 x Crates stc “Spares & Assorted Parts”	Agreement Standard Terms & Conditions	Manufacturer Ultra Corpotech PVT. India	POWIN	HBL: INLIS5102487 Wire rope assembly ETD: 25-MAY-25 ETA: 27-MAY-25
Detroit, MI USA/ MSA Laydown yard [REDACTED]	Trenton Channel (DTE) Part Charter Shipment & Detroit Laydown yard	Agreement Standard Terms & Conditions	ACE Manufacturing Seojin Vietnam	POWIN	HBL: VNSAN5034316 66 x Collection Segments ETD 12- APR-25 (VHPH) ETA 08-MAY-25 (USSAN)

¹ The Mainfreight Group is the party to the Terms & Conditions.

Current Location, Site of MF Goods; Description of Goods	Applicable Customer/Project	Mainfreight Entity Party to Terms & Conditions/Bill of Lading/Other Applicable Agreements ¹	Applicable Manufacturer of MF Goods	Party Currently Holding Title to MF Goods	MF Pre-Petition Information (Dates, Amounts, Description of Services)
Houston, TX USA/ Mainfreight Houston Warehouse [REDACTED]	400x Packages stc “Packages stc HVAC units & Accessories” 48 x “HVAC Units”	Agreement Standard Terms & Conditions	Leader Energy Storage - Taiwan	POWIN	S05060029 HBL: TWHOU5060029 2x40’FCL 400xPackages stc HVAC units S05050968 HBL: TWHOU5050968 8x40’FCL stc 48x“HVAC Units & Accessories”
Los Angeles, CA USA/ Mainfreight Los Angeles Warehouse [REDACTED]	9 x Pallets stc "Stand Alone EV Diffuser Plates" Serrano Project (Longroad Energy)	Agreement Standard Terms & Conditions	Manufacturer Ultra Corpotech PVT. India	POWIN	S05044467 HBL: INMZJ5052727 Stand Alone EV Diffuser Plates

EXHIBIT B

July 28, 2025

Via Email

DENTONS US LLP
Tania M. Moyron
Van C. Durrer, II
601 S. Figueroa Street #2500
Los Angeles, CA 90017
tania.moyron@dentons.com
van.durrer@dentons.com

Re: Mainfreight's Credit Bid for the MF Collateral

Dear Tania and Van:

We write on behalf of Mainfreight Distribution Pty Ltd (together with its parent, subsidiary, or any other affiliate entities, included in the definition of "Mainfreight" under the Terms and Conditions, as defined in the MF Lien Notice, collectively, "Mainfreight").

Mainfreight hereby submits this Credit Bid in accordance with the Court's July 17, 2025 *Order (I) Designating a Stalking Horse Bidder and Stalking Horse Bidder Protections, (II) Approving Bidding Procedures by Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Free and Clear of All Causes of Action and Claims* [Dkt. No. 413] (the "Bidding Procedures Order").

As set forth in *Mainfreight's Notice of Lien* [Dkt. No. 489] (the "MF Lien Notice"), timely filed on July 23, 2025, Mainfreight has valid, undisputed, and perfected liens in the MF Collateral, senior in priority to any other asserted liens.¹ A copy of the MF Lien Notice is attached hereto as **Exhibit A** and incorporated by reference herein. The MF Lien Notice sets forth, among other things, the amount of Mainfreight's secured claim as of the Petition Date (of at least \$13,114,707.46, subject to ongoing accruals and additions for post-petition interest and other charges, including legal fees as permitted under applicable documents, the "MF Secured Claim") and describes the collateral currently in Mainfreight's possession that supports the MF Secured Claim. That collateral includes liens on (a) the "BHER Goods" (as such term is defined in the MF

¹ All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the MF Lien Notice.

Lien Notice²) (b) certain Goods in the Order Approving Settlement [Dkt. No. 283] (the “MF Akaysha Goods,”)³ and (c) all other goods that the Debtors claim ownership of as set forth in their Schedules (including at [Dkt. No. 427]) that are currently in the possession of Mainfreight, the “MF Credit Bid Collateral”)

Pursuant to Section VI of the Bidding Procedures, Mainfreight submits a Credit Bid of **\$3,000,000 USD** for all of the MF Credit Bid Collateral, which Credit Bid is to be applied, if Mainfreight is the successful bidder, against its allowed secured claim subject to the provisions of section 363(k) of the Bankruptcy Code, *i.e.*, reducing the balance of the MF Secured Claim by **\$3,000,000 USD**. As there are no liens on the MF Collateral that are senior to the Mainfreight Liens, there is no cash component of Mainfreight’s Credit Bid. Moreover, Mainfreight is not interested in purchasing any Assets other than the MF Collateral and, as such, no additional cash component is required.

For the avoidance of doubt, because this is a Credit Bid and is submitted only with respect to the MF Collateral, the “Qualified Bidder” requirements of Section V of the Bidding Procedures are inapplicable but in any event the Debtors should declare, prior to the Auction, that Mainfreight is a Qualified Bidder entitled to attend and participate in the Auction. If the Debtors perceive a deficiency in this Credit Bid that would disqualify consideration of Mainfreight, please advise the undersigned immediately. All rights are reserved.

Sincerely,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP



Kevin M. Capuzzi

cc: Jeffrey S. Sabin, Esq.
John C. Gentile, Esq.
Xochitl S. Strohbehn, Esq.
Rodd Morgan
Brendan Roche
James McCrone

² The Credit Bid assumes the validity and enforceability of the “Change Order” dated June 8, 2025, a copy of which is attached to Dkt. No. 286.

³ This Credit Bid assumes that pursuant to the Bidding Procedures Order none of the Debtors are currently seeking to sell any of the BHER Goods and/or the MF Akaysha Goods. If, on or prior to the completion of the Auction, any Debtor seeks to offer for sale either the MF Akaysha Goods and/or the BHER Goods, Mainfreight reserves the right to also credit bid for such goods.

EXHIBIT A

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1(a)
BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP Kevin M. Capuzzi (NJ No. 173442015) John C. Gentile, Esq. Noelle B. Torrice (NJ No. 79132013) Continental Plaza II 411 Hackensack Ave., 3rd Floor Hackensack, NJ 07601-6323 Telephone: (302) 442-7010 Facsimile: (302) 442-7012 kcapuzzi@beneschlaw.com jgentile@beneschlaw.com ntorrice@beneschlaw.com
<i>Counsel to Mainfreight Distribution Pty Ltd, et al.</i>
In re: Powin, LLC, <i>et al.</i> , ¹ Debtors.

Chapter 11

Case No. 25-16137 (MBK)

Judge: Michael B. Kaplan

(Jointly Administered)

MAINFREIGHT'S NOTICE OF LIEN

Mainfreight Distribution Pty Ltd (together with its parent, subsidiary, or any other affiliate entities, included in the definition of “Mainfreight” under the Terms and Conditions, defined below, collectively, “Mainfreight”), by and through its undersigned counsel, hereby files this notice of lien (the “Notice of Lien”) pursuant to the *Notice of Deadline to Assert Liens in Connection with Bidding Procedures and Upcoming Sale and Auction* [D.I. 318] (the “Notice of

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Deadline to Assert Lien”) filed by the above-captioned debtors and debtors in possession. In support of this Notice of Lien, Mainfreight respectfully states as follows:

GENERAL BACKGROUND²

1. Since at least May 2021, Mainfreight and Powin LLC (“Powin”) have had an ongoing business relationship. A true and correct copy of the Business Credit Application (the “Application”) submitted by Powin to Mainfreight on or about May 17, 2021, including Mainfreight’s Terms & Conditions of Service is attached hereto as **Exhibit A**.

2. In March 2023, Powin (with the now-defunct Powin Energy Holdings LLC, the “Debtors”) opened a new business account with Mainfreight. A true and correct copy of the Mainfreight Group – Account Opening Form (the “Account Form”) executed by a representative of the Debtors on or about March 29, 2023, including Mainfreight’s Standard Terms & Conditions—November 2021, which expressly provide that they govern the services provided by Mainfreight (the “Terms and Conditions”), is attached hereto as **Exhibit B**.

3. The Terms and Conditions provide that Mainfreight holds a lien on any goods – whether property of the Debtors or of a downstream customer, such as BHER Ravenswood Solar I, LLC (“BHER”) – that comes into and is currently in Mainfreight’s possession or control (collectively, the “MF Collateral” and specifically as to the property in Mainfreight’s possession to which BHER claims title, the “BHER Goods”), as well as any and all of the proceeds of the MF Collateral and BHER Goods. **Ex. A** at 2, § 15(a); **Ex. B**, §§ 2.9, 3.8. The Mainfreight liens (“Mainfreight Liens”) on the MF Collateral and/or BHER Goods are also evidenced by various

² Mainfreight hereby incorporates by reference *Mainfreight Inc.’s Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* [D.I. 180] (the “Non-Stay Motion”), and *Mainfreight Inc.’s Omnibus Reply in Support Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* [D.I. 341] (the “Non-Stay Reply”), including all exhibits thereto.

House Bills of Lading and the June 4, 2025 Notice of Lien for Unpaid Services attached as Exhibit C to Mainfreight's *Limited Objection and Reservation of Rights to the Debtors' Sale Motion* [D.I. 342]. Mainfreight believes its claim as of the date hereof is at least \$13,114,707.46.

4. Mainfreight holds a perfected lien, secured by the MF Collateral and BHER Goods and the proceeds of the MF Collateral and BHER Goods, that is senior to any other lien purporting to be secured by the MF Collateral and/or the BHER Goods. The Mainfreight Liens extend to any and all charges, including Mainfreight's pre-petition claim (which the Debtors list on their schedules as undetermined, unsecured, unliquidated, and disputed, but list \$13,018,289.97 as a "cure" amount on their *Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [D.I. 446]) as well as post-petition amounts Mainfreight has incurred in connection with providing the Services (as defined below), including but not limited to storage costs, interest, and legal fees.³ See **Ex. A** at 2, § 15(a); **Ex. B**, §§ 2.9, 3.4, 5.3, 5.5.

5. Specifically, the Terms and Conditions provide that, if the Debtors fail to pay outstanding amounts due upon notice from Mainfreight, Mainfreight may exercise its lien rights as to the MF Collateral and/or BHER Goods. Under the Terms and Conditions, Mainfreight shall have the right to exercise its liens against the MF Collateral and BHER Goods and apply the proceeds to the total owed to Mainfreight. **Ex. A** at 2, § 15(c); **Ex. B**, §§ 2.9, 3.8.

6. As part of Mainfreight and the Debtors' ongoing business relationship, Mainfreight would, at the Debtors' request, prior to the petition date, coordinate the warehousing, storage, order processing, pick and pack, inventory management, domestic road/rail transport, freight forwarding, customs clearance, regulatory clearance involving communication/submissions with

³ The Mainfreight Liens also apply to the insurance claim related to the two power units that were damaged in transit from Norfolk, Virginia to Millwood, West Virginia and the proceeds thereof. See Non-Stay Reply fn. 3.

government bodies, transport by air or sea (domestic and international), cartage, packing/unpacking of containers, and any ancillary services associated with any of the foregoing, of various goods on the Debtors' behalf pursuant to the Terms and Conditions and House Bills of Lading (collectively, the "Services"). Mainfreight's Liens, which are reflected in invoices provided to the Debtors, arise from the pre-petition provision of these Services; those Services included the movement of Goods as well as Services in connection with a significant contemplated movement of Goods, which Debtors cancelled prior to the Petition Date.

7. Mainfreight also holds a valid maritime lien on the Goods and has a right, in accordance with applicable law, to sell them to satisfy the unpaid bills for the Services. Mainfreight is not aware of any applicable non-bankruptcy law that would allow the sale of the MF Collateral and/or BHER Goods free and clear of Mainfreight's interest therein because, under applicable law, Mainfreight's Liens, must be satisfied before all other interests in the MF Collateral and/or BHER Goods. *In re World Imports Ltd.*, 820 F.3d 576, 584, 592 (3d Cir. 2016).

8. On July 10, 2025, the Debtors filed the Notice of Deadline to Assert Lien. The Notice of Deadline to Assert Lien states that, among other things, the failure of any party to provide a timely notice of lien may result in the expunction and forfeiture of any lien rights not properly noticed, including rights as applied to the Purchased Inventory and the proceeds of the Contemplated Transactions (each as defined in the Stalking Horse APA) (the "Inventory"). See Notice of Deadline to Assert Lien at 3.

9. Neither the MF Collateral nor the BHER Goods are identified as part of the Inventory, or *vice versa*. However, Mainfreight files this Notice of Lien out of an abundance of caution to avoid the potential expungement and forfeiture of the Mainfreight Liens.

10. The Mainfreight Liens are perfected and senior to all other liens purporting to be against the MF Collateral and/or BHER Goods, and have been for the entire time that the MF Collateral and BHER Goods have been in Mainfreight's possession and control. *See* Non-Stay Motion at 6-8.

11. Mainfreight reserves all rights at law and in equity, including the right to enforce the Mainfreight Liens, the right to supplement or amend this Notice of Lien, and the right to object on any grounds that may be appropriate in connection with or relating to the Mainfreight Liens, or this Notice of Lien.

Dated: July 23, 2025

Respectfully submitted,

**BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP**

/s/ Kevin M. Capuzzi
Kevin M. Capuzzi (NJ No. 173442015)
John C. Gentile, Esq.
Noelle B. Torrice (NJ No. 79132013)
Continental Plaza II
411 Hackensack Ave., 3rd Floor
Hackensack, NJ 07601-6323
Telephone: (302) 442-7010
Facsimile: (302) 442-7012
Email: kcapuzzi@beneschlaw.com
jgentile@beneschlaw.com
ntorrice@beneschlaw.com

Counsel to Mainfreight Distribution Pty Ltd.

EXHIBIT A



USA Headquarters
1400 Glenn Curtiss Street
Carson, CA 90746
310-900-1974

Business Credit Application

Return to: CreditApps@mainfreightusa.com

Business Contact Information	Business Legal Name: Powin LLC		
	Other Names/Owner:		
	Business Tax ID Number / Business Number: [REDACTED]		
	Phone Number: 503-598-6659		Fax Number:
	Registered Company Address: 20550 SW 115th Ave		
	City: Tualatin		State: OR Zip: 97062
Expected Monthly Spend:			

Billing Contact Information	Accounts Payable Contact: Sean Campbell		Phone Number: 503-598-6659
	A/P Contact Email Address: accounting@powin.com		
	Preference in communication: <input checked="" type="checkbox"/> Email		<input type="checkbox"/> Phone
	Billing Address (if different from above):		
City:		State:	Zip:

Business & Credit Information	Type of Business: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other			
	Bank Name: JP Morgan Chase		Bank Address: 888 SW 5th Avenue Suite 1070, Floor 10, Portland, OR 97204	
	Contact: Bryant Villalobos		Phone Number: 503-382-1608	
	Type of Account	Account Number		
	Checking	[REDACTED]		
Savings				
Other				

In consideration of credit extension, the Customer agrees that payments will be made within 15 days from the invoice date. Customer hereby warrants that it has reviewed and agrees to be bound by the Mainfreight, Inc., service terms which are incorporated herein by reference and can be found either on the next page or at https://www.mainfreight.com/getmedia/902f7fa4-c341-4d69-b56e-21d06c0696c6/Terms-and-Conditions-of-Service_23-JUN-2020.pdf

Customer further agrees that a service charge of 1.5% per month shall accrue on all invoices not paid per these terms. This application is for the acceptance of Mainfreight in Los Angeles, California, and will be bound there. Customer hereby authorizes its bank (named above) to release credit information to review by Mainfreight, Inc., with this application.

Certification of credit information, terms and conditions:

Sean Campbell

Sean Campbell

Staff Accountant 5/17/2021

Print Name

Signature

Title

Date

Mainfreight Office Use Only

Submitted by:	Branch:
Sales Representative:	
Completed by:	ORG:

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean **MAINFREIGHT, INC.**, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging transportation services, both domestically and internationally, or other logistics services in any capacity other than as carrier.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of brokering ground transportation, within two (2) years from the date of loss;
- (iii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
- (v) For any and all other claims, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs and Border Protection and/or other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, delivery orders, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness and completeness of all documentation, whether in written or electronic format, and Customer shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer or any agent of Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
- (c) Customer warrants that the description, marks, numbers and quantities of the goods are accurate, complete and comply with all regulations. Customer shall have the exclusive burden to provide verified gross mass (VGM) of Goods as obtained on calibrated and certified equipment. Company shall be entitled to rely on the accuracy of the weight information provided by Customer for all purposes, including compliance with the VGM requirement under the Safety of Life at Sea Convention (SOLAS). Company shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Customer as Company's own VGM to subcontractors, including any vessel operator.
- (d) Customer shall not tender hazardous goods absent advance notice and consent of Company and shall in all events be responsible for compliance with all applicable hazardous material regulations.

7. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

- (a) Except as stated herein, Company makes no express or implied warranties relating to its services;
- (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) Without additional coverage under (c) above, the Company's liability shall be limited to the following:
- (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
- (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

- (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

- (f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, natural disasters, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics or other severe health crisis and associated containment efforts, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

15. General Lien and Right to Sell Customer's Property.

- (a) Company shall have a general and continuing lien on any and all property coming into Company's actual or constructive possession or control for any monies owed to Company, including but not limited to monies owing relating to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

16. No Duty to Maintain Records for Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §§1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

17. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Severability.

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

22. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the State and Federal courts located in the County of Los Angeles, State of California.
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

EXHIBIT B



Mainfreight Group – Account Opening Form

Mainfreight Distribution Pty Ltd (ABN 85 003 840 319)
Owens Transport Pty Ltd (ABN 64 060 592 529)

Mainfreight Air & Ocean Pty Ltd (ABN 65 007 252 333)
Carotrans Oceania Pty Ltd (ABN 31 118 822 487)

Business Information:

Registered Legal Name ("Customer")	Powin LLC		
ACN		Telephone	503-598-6659
ABN		Email	logistics@powin.com; accountspayable@powin.com
Registered Address	Powin LLC		
Trading Name	N/A - Private Equity		

Are Trading and Postal Address the same as Registered Address? Yes ☒ No ☐
If no then please complete below:

Trading Address	20550 SW 115th Ave., Tulatain, OR 97062
Postal Address	

Entity Type: Company ☐ Trust ☐ Sole Trader ☐ Partnership ☐ LLC ☒

Parent Company (if applicable)	Powin Energy Holdings LLC
Business Commencement Date	Powin LLC Registry Date - 04-28-2021
Directors (name, address, phone, DOB)	Geoff Brown, CEO 2035 NW Front Ave, Suite 600 Portland, OR 97209 - Telephone: 503-598-6659

Hire Pallets to be: Transferred ☐ Recovered ☐ Not Required ☒

CHEP Account Number		LOSCAM Account Number	
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Please tick which region (if any) you currently trade with another Mainfreight entity in:

Asia ☐ New Zealand ☐ Europe ☐ Americas ☐ Australia ☐

Conditions:

Customer acknowledges and agrees that:

1. payment terms are C.O.D, unless otherwise agreed or indicated on the Mainfreight Group invoice;
2. services provided by the Mainfreight Group are subject to the standard terms and conditions which are attached to this Account Opening Form;
3. information stated in this Account Opening Form is true and correct and has been relied upon by the Mainfreight Group to determine whether to grant credit and the signatory has full authority to complete this Account Opening Form on behalf of Customer; and
4. they consent to personal information being disclosed to a credit reporting agency for the sole purpose of assessing an application for commercial credit.

Important Term:

Clause 5 of the Mainfreight Group's standard terms and conditions states that risk in Customer's goods remains with Customer and that the Mainfreight Group is not responsible for any loss, detriment or damage suffered by Customer or any other person.

Signature		Position	Chief Operating Officer
Name	Stuart Bolland	Date	29th March 2023

Special people
Special company



AMERICAS



ASIA



AUSTRALIA



EUROPE



NEW ZEALAND

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1 Definitions

Agreement means this contract for the provision of the Services;

Consequential Loss means any incidental or consequential loss which shall include, but not be limited to, loss of revenue, loss of profits, loss of business, interruption to business, loss of opportunity, loss of production, interruption to production or loss of contract regardless of whether Mainfreight was actually, or should have been, aware of the potential for such loss to occur;

Customer means the person or entity for whom any Services are to be performed by Mainfreight under this Agreement;

Dangerous Goods means all Goods which are in the reasonable opinion of Mainfreight, or at law, deemed noxious, dangerous, hazardous, explosive, radioactive, flammable, inflammable, combustible, volatile or by their nature are capable of causing damage or injury to other goods, persons, animals or any other thing in which such Goods are carried or stored including any vessel, vehicle, wagon, van, aircraft or other conveyance;

Goods means the cargo or articles or goods perishable or otherwise (including animals of any description) which Customer or any other person has provided together with any container or any other packaging, pallets or other storage device supplied to Mainfreight;

Heavy Vehicle National Law means the *Heavy Vehicle National Law Act 2012* (Qld) and all regulations made under that Act, as well as the associated State and Territory road transport acts and regulations adopting the *Heavy Vehicle National Law Act 2012* (Qld) and includes any subsequent replacement, modification or amendment to any of these acts and regulations;

Hire Pallets means any pallets which are supplied by CHEP, Loscam or any other hire pallet provider;

Mainfreight means *Mainfreight Distribution Pty Limited* (ABN 85 003 840 319), *Mainfreight Air & Ocean Pty Ltd* (65 007 252 333), *Owens Transport Pty Ltd* (64 060 592 529) and/or *Carotrans Oceania Pty Ltd* (31 118 822 487) (as applicable) carrying on business in its own name or under any other business name and unless the context otherwise requires includes its officers, employees, servants, agents and sub-contractors and their officers, employees, servants, agents and sub-contractors or any other party involved in the provision of the Services (as applicable);

Receiver means the person or entity who the Goods are to be delivered to;

Service Information means any statement, document or other form of communication, whether verbally or in writing, which contains information that may affect Mainfreight's ability to correctly, lawfully or safely perform the Services; and

Services includes, but is not limited to, warehousing, storage, order processing, pick and pack, inventory management, domestic road/rail transport, freight forwarding, customs clearance, regulatory clearance involving communication/submissions with government bodies, transport by air or sea (domestic and international), cartage, packing/unpacking of containers, and any ancillary services associated with any of the foregoing.

2 Provision of Services

- 2.1 This Agreement shall commence upon execution by Customer, or the commencement of the Services, whichever occurs earlier.
- 2.2 Mainfreight is not a "common carrier" and will accept no liability as such. Mainfreight reserves the right to refuse the carriage or transport of goods for any person or entity and the carriage or transport of any class of goods in its absolute discretion.
- 2.3 Mainfreight shall use reasonable endeavours to perform the Services within any timeframes provided or notified to, or requested by, Customer. However, Mainfreight does not guarantee that any Services will be performed within such timeframes.
- 2.4 No marine transit insurance will be obtained by Mainfreight in relation to the Goods while performing the Services. Any such insurance must be taken out by Customer or Receiver at their own cost and expense.
- 2.5 Any person at the delivery location shall be deemed to have the authority to sign the consignment note to accept receipt of the Goods.
- 2.6 Mainfreight relies upon the information stated on the consignment note, or any other document or communication provided to Mainfreight in relation to the Goods, to enable the performance of the Services. Mainfreight does not warrant the accuracy or completeness of any such information and any receipt or signature provided is only an acknowledgement of the Goods being collected or delivered. Mainfreight's signature or acceptance shall not be construed as confirmation of the quality, quantity or condition of the Goods.
- 2.7 Mainfreight may have the Goods carried, stored or otherwise handled by any servant or agent or sub-contractor of Mainfreight or any servant or agent of any sub-contractor or by any other person without Customer's consent and Customer hereby authorises any deviation from the usual route, manner of cartage, method or place of storage of Goods which may in the absolute discretion of Mainfreight be deemed desirable or necessary in the circumstances.
- 2.8 If Customer expressly or impliedly instructs Mainfreight to use or it is expressly or impliedly agreed that Mainfreight will use a particular method of handling or storing the Goods or a particular method of carriage, whether by road, rail, sea or air, Mainfreight will give priority to that method but, if it cannot conveniently be adopted by Mainfreight, Customer hereby authorises Mainfreight to handle, store or to carry or to have the Goods carried by another method or methods. Mainfreight shall be entitled to open any document, wrapping, package or other container in which the Goods are placed or carried, to inspect the Goods to determine their nature, condition or for the purposes of determining their ownership or destination where any consignment note or other identifying document or mark is lost, damaged, destroyed or defaced.
- 2.9 Mainfreight shall have a general lien and a particular lien on all Goods or documents in their possession for any and all sums due at any time from Customer. Mainfreight shall be entitled to sell or dispose of such Goods or documents at the expense of Customer and apply the proceeds in or towards the payment of such sums on 14 days' written notice to Customer if such undisputed outstanding amount remains unpaid.
- 2.10 If Mainfreight is unable to perform their obligations under this Agreement due to events or circumstances which are outside of Mainfreight's reasonable control (**FM Event**), then Mainfreight shall advise Customer as soon as reasonably practicable. Customer may, at their cost and discretion, contract with a third party to enable the Services to continue to be provided. Mainfreight shall provide Customer with access to the Goods (if it is reasonable and safe to do so) and no payment shall be payable in respect of the Services that Mainfreight is unable to provide. Mainfreight shall use all reasonable endeavours to overcome or remove the FM Event as quickly as possible.

3 Fees & Charges

- 3.1 Mainfreight's charges will be as provided or notified to Customer from time to time. Mainfreight shall be entitled to amend the charges, or include any new charge, at any time which will become effective upon notice to Customer (whether verbally or in writing). Any

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quotations are provided on the basis that they are immediately accepted and are subject to the right of withdrawal before acceptance and may be subject to revision after acceptance.

- 3.2 Certain charges are outside of Mainfreight's control and are subject to change (with or without notice) from time to time. Customer acknowledges and agrees that such charges may be passed on in full without prior notice. These charges include, but are not limited to, port infrastructure surcharges, tolls, stevedore fees, fumigation, etc.
- 3.3 Mainfreight's charges shall be deemed fully earned upon commencement of the Services and shall be non-refundable in any event. All charges must be paid in accordance with the payment terms in paragraph 1 on the Account Opening Form, unless otherwise specified by Mainfreight or agreed in writing. Any customs duty or excise charges must be paid prior to delivery of the Goods (where applicable) unless otherwise agreed to by Mainfreight in writing.
- 3.4 Any undisputed outstanding amount that is not paid by the due date will attract interest at the rates laid down, as amended from time to time, under the *Penalty Interest Rates Act 1983* (Vic).
- 3.5 Mainfreight may charge freight by weight, measurement or value and may at any time re-weigh or re-measure or re-value or require the Goods to be re-weighed or re-measured or re-valued and charge proportional additional fees accordingly.
- 3.6 Customer will indemnify Mainfreight against non-payment of any charge or expense incurred by Mainfreight where such charge or expense is to be paid for by another party and such party fails to make payment by the due date.
- 3.7 Customer will be responsible for any proper charge incurred by Mainfreight for any reason. A charge may be made by Mainfreight in respect of any delay in loading or unloading, other than from the default of Mainfreight. Such permissible delay period shall commence upon Mainfreight reporting for loading or unloading. Labour to load or unload Goods shall be the responsibility and expense of Customer or Receiver. Should Receiver not be in attendance during normal trading hours or at the time specified, Mainfreight reserves the right to make a further charge for every call made until final delivery occurs.
- 3.8 If the Goods cannot be delivered, after Mainfreight has made reasonable attempts to do so, then Mainfreight shall be entitled (at their discretion) to immediately maintain possession of the Goods (until Customer advises Mainfreight of an alternative delivery location), immediately return the Goods to Customer or sell or otherwise dispose of the Goods upon 14 days' written notice to Customer. Mainfreight shall be entitled to charge applicable storage fees until the Goods are finally delivered/returned/sold/disposed. All charges made by Mainfreight in relation to the Goods shall continue to be due and payable regardless of whether the Goods are delivered to the Receiver or not.
- 3.9 Notwithstanding clause 3.8, Mainfreight shall be able to dispose of Goods immediately in the case of Goods that pose an apparent or immediate danger to persons or property or Goods which are perishable.
- 3.10 Customer acknowledges and agrees that any claims for incorrect charges, or overcharges, which are not notified to Mainfreight within 90 days from the date of invoice shall not be claimable.
- 3.11 Customer is not entitled to offset any amounts which are owed by Customer to Mainfreight under this Agreement against any amounts which may be due by Mainfreight to Customer.

4 Customer's Obligations

- 4.1 Customer warrants that:
 - (a) they are the owner of the Goods or otherwise have the authority of the owner to consign the Goods upon and subject to this Agreement;
 - (b) the Goods comply with the requirement of any applicable law (including, but not limited to, the *Australian Code for the Transport of Dangerous Goods by Road and Rail* and Part 92 of the *Civil Aviation Safety Regulations 1998* (Cth)) relating to the consigning and packaging of the Goods and the expenses and any charges incurred by Mainfreight in complying with the provisions of such law or with any order or requirement thereunder or with the requirement of any harbor, dock, railway, shipping, customs, warehouse or other authority or company shall be paid for by Customer;
 - (c) if any of the Goods are subject to the legal control of the Australian Border Force then all customs duty, excise and costs which Mainfreight may become, or actually becomes, liable for in respect of such Goods pursuant to any law relating to customs duty or excise shall be immediately paid for by Customer. This shall also include any fine or penalty imposed on Mainfreight related to such customs duty or excise;
 - (d) they have complied with all applicable laws relating to Dangerous Goods by fully describing in writing whether on the consignment note, waybill, bill of lading or separately (and in the latter case has brought the description to the actual attention of Mainfreight) the name and nature of all Dangerous Goods and any additional charges shall be paid for by Customer in relation to such Goods if deemed necessary by Mainfreight;
 - (e) they will comply with all applicable laws and regulations applicable to the nature, condition or packaging of the Goods and that the Goods are packed in a manner, having regard to their nature, which is adequate to withstand the ordinary risk of carriage and that Customer has correctly declared the weight and dimensions of the Goods;
 - (f) they will, so far as is reasonably practicable, ensure the safety of any Services performed for or on behalf of Customer and that they will meet their obligations under the Heavy Vehicle National Law where Customer acts as a Consignor, Consignee, Loader or Packer of Goods (as those terms are defined in the Heavy Vehicle National Law);
 - (g) any containers, packaging or pallets (which contain or comprise the Goods) shall comply with any requirements of the Receiver and any expense incurred by Mainfreight, arising from any failure to conform, shall be borne or reimbursed by Customer;
 - (h) any Service Information will be materially accurate and contain no false, incorrect or misleading statements; and
 - (i) they will promptly comply with all reasonable requests from Mainfreight for information, in relation to Customer's compliance with the MS Act, or to assist Mainfreight to comply with Mainfreight's obligations under the Act.

5 Liability & Indemnity

- 5.1 The Customer acknowledges and agrees that risk in the Goods shall remain with Customer at all times whilst in the possession, custody or control of Mainfreight and that Mainfreight shall, under no circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any:
 - (a) personal injury or property damage caused or contributed to by;
 - (b) loss or damage to; or

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- (c) mis-delivery, delayed delivery or non-delivery of, the Goods in relation to, or arising out of, the Services whether the foregoing is caused, or alleged to have been caused by, the negligence, wrongful act, breach or default of Mainfreight or by any cause whatever.
- 5.2 Mainfreight shall not be liable for any claim in relation to Consequential Loss which is suffered by Customer, Receiver or any third party whether arising from, or in relation to, the performance of the Services directly or indirectly from any breach of Mainfreight's obligations under this Agreement or from any negligence, misrepresentation or other act or omission or from any other cause whatsoever.
- 5.3 Except where any statute otherwise requires, Customer shall indemnify Mainfreight against any claim, liability, loss, damage, cost or expense, which is incurred or suffered by Mainfreight in relation to, or arising out of, the performance of the Services, to the extent that it is caused or contributed to by:
- (a) the inherent nature or improper packaging of the Goods;
 - (b) the negligent act, omission or wilful default by Customer, any Receiver or any other person or entity acting on behalf of Customer; or
 - (c) Customer's breach of clause 4.1,
- or which is otherwise necessarily incurred by Mainfreight in the proper performance of its obligations under this Agreement.
- 5.4 Without limiting clause 5.3, Customer and Receiver shall be liable for, and indemnify against, any and all liability for goods and services tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and any other goods and services tax, value added tax, consumption tax or tax of similar effect levied which Mainfreight may incur in relation to the Services.
- 5.5 Without limiting clause 2.8, 3.7 or 5.3, Customer indemnifies Mainfreight against all reasonable costs (including mercantile agent fees and solicitor-client legal costs) incurred by Mainfreight from any and all action taken in relation to any debt recovery arising from this Agreement.
- 5.6 Customer acknowledges and agrees that, every servant, sub-contractor or agent of Mainfreight shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into this contract, Mainfreight, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors and agents. Notwithstanding the foregoing, should any claim be made against any servants, subcontractors or agents, then Customer will indemnify Mainfreight against all consequences thereof.
- 5.7 If the Goods pose, or are likely to pose, a substantial risk to cause personal injury or property damage then Mainfreight may take any action that is reasonably necessary to reduce or eliminate such risk. This shall include, but not be limited to, destroying, disposing of or abandoning the Goods. Mainfreight shall not be liable for any loss or damage as a result of any action undertaken to reduce or eliminate such risk.
- 5.8 Notwithstanding the provisions hereof, this Agreement shall be read subject to any guarantees, implied terms, conditions or warranties imposed by Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (as amended) or any other Commonwealth or State legislation (**Overriding Legislation**) insofar as such may be applicable and prevents either expressly or impliedly the exclusion or modification of any such guarantee, term, condition or warranty.
- 5.9 Mainfreight's liability as a result of a breach of any Overriding Legislation shall be limited to supplying the Services again or the payment of the cost of supplying the Services again.
- 5.10 Any proceedings against Mainfreight must be commenced in a court of competent jurisdiction within Victoria, and not elsewhere, within nine (9) months from the date of delivery, or intended delivery, of the Goods. Customer shall not be entitled to bring any proceedings against Mainfreight which are not commenced within such time. Any claim in relation to lost or damaged Goods which are the subject of air/sea transportation must be notified to Mainfreight within the timeframes stated in the *Carriage of Goods by Sea Act 1991* (Cth) or *Civil Aviation (Carrier's Liability) Act 1959* (Cth) (as applicable).
- 6 Containers & Demurrage/Detention/Storage Charges
- 6.1 Mainfreight may elect to provide Customer with container/s in order to pack the Goods prior to transportation. Customer must inspect any containers prior to loading the Goods into them and shall be deemed to have accepted the container in good repair and suitable condition should they load the Goods into the container.
- 6.2 Mainfreight shall not be liable for any loss or damage to the Goods which is caused or contributed to by the condition or unsuitability of the container.
- 6.3 Risk in the container shall pass to Customer upon delivery and Customer shall indemnify Mainfreight against any claim which relates to, or arises out of, any loss or damage to the container, or personal injury or property damage (excluding the Goods) which arises from the use or possession of the container, except to the extent that it is caused or contributed to by the negligence of Mainfreight.
- 6.4 Where the Goods are to be transported in containers (whether provided by Mainfreight or not), Customer undertakes that re-delivery of the container shall occur promptly.
- 6.5 Mainfreight must be provided with at least three business days' notice prior to the required collection date of the container. Mainfreight shall use reasonable endeavours to collect/return the container once notified. However, Mainfreight does not guarantee that such service will be completed within the relevant timeframe.
- 6.6 Customer acknowledges and agrees that events outside of Mainfreight's reasonable control may contribute to an inability to collect/return the container within the relevant timeframe. Such events may include, but are not limited to, government agencies undertaking their relevant obligations, insufficient fleet capacity, excessive storage of containers within Mainfreight's (or a third party's) yard, closure of empty container parks and redirections of containers by container parks or shipping lines.
- 6.7 Mainfreight shall not be liable for, and Customer will indemnify Mainfreight against, any detention or demurrage charges which are incurred by the Customer, or any third party, except to the extent that such charge has been caused or contributed to by Mainfreight's negligence.
- 6.8 Where Mainfreight is unable to collect/return a container within the relevant timeframe, Mainfreight may elect to cancel the collection booking, return the container to the Customer or Receiver (at the Customer's cost) or charge storage fees to Customer until the container can be successfully returned. Mainfreight shall be entitled to return the container to the Customer or Receiver, or charge storage fees, regardless of whether the reason for such inability to return the container is due to Customer, Receiver or any other third party.

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7 Heavy Vehicle National Law

- 7.1 Mainfreight is committed to taking all steps, so far as is reasonably practicable, to ensure that any Services are performed safely and in accordance with the Heavy Vehicle National Law.
- 7.2 Mainfreight shall not comply with any direction or instruction provided by Customer or Receiver that might:
- (a) have the effect of contributing to a breach of;
 - (b) prevent Mainfreight from taking all steps that are reasonably necessary to prevent a breach of; or
 - (c) prevent Mainfreight from complying with its obligations under,
- the Heavy Vehicle National Law.
- 7.3 Without limiting any other clause of this Agreement, Mainfreight shall not be liable for any loss or damage whatsoever which may be suffered by another party as a result of any action or inaction undertaken by Mainfreight to ensure compliance with the Heavy Vehicle National Law.
- 7.4 Customer acknowledges and agrees that they have ensured that any relevant party (including the Receiver or any supplier, but excluding Mainfreight) are aware of, and comply with, their obligations under the Heavy Vehicle National Law and that any such party is aware of any load restraint requirements applicable to the transportation of the Goods.

8 Hire Pallets

- 8.1 Customer acknowledges and agrees that, if Hire Pallets are transferred to Mainfreight's account during the provision of the Services, Mainfreight shall be entitled to charge the Customer any fees which Mainfreight may incur from the Hire Pallet provider in relation to Mainfreight's inability to recover that Hire Pallet if:
- (a) the Receiver does not have a Hire Pallet account; or
 - (b) Mainfreight is unable to transfer the Hire Pallet to the Receiver's account; and
 - (c) Mainfreight cannot physically recover an equal number of Hire Pallets from the Receiver at the time of delivery.
- 8.2 Further to clause 8.1, any instruction to Mainfreight to exchange or transfer consigned pallets to Mainfreight's Hire Pallet account is accepted only on the basis that Customer will indemnify Mainfreight against any loss or non-recovery of the consigned pallets howsoever arising. Evidence of the instruction to Mainfreight and any non-recovery shall be as shown on the face of the consignment note which shall be deemed conclusive proof of the instruction and/or non-recovery. A charge may be made by Mainfreight for the cost of hiring, recovery and replacement (if applicable) for all Hire Pallets unless exchange pallets are available at the time of delivery.

9 Dispute Resolution Process

- 9.1 If any dispute arises in connection with this Agreement, the following must be completed prior to the party requiring it to be resolved (**Disputing Party**) commencing proceedings in a court of competent jurisdiction (unless requiring urgent or injunctive relief):
- (a) Disputing Party must promptly give the other party written notice providing sufficient details of the dispute (**Dispute Notice**);
 - (b) within 10 business days of receiving a Dispute Notice, the parties must attempt to resolve the dispute via negotiation;
 - (c) if the parties are unable to resolve the dispute via negotiation (or a party refuses to participate in the process outlined above) then either party (or the compliant party, if a party refuses to participate in the process outlined above) shall be entitled to commence proceedings in a court of competent jurisdiction.

10 Miscellaneous

- 10.1 This Agreement is governed by the laws of Victoria.
- 10.2 Mainfreight shall not be bound by any agreement purporting to vary this Agreement unless such agreement is in writing and signed by an authorised representative of Mainfreight. The parties agree that this Agreement shall prevail over any other terms, conditions, document or statement (whether verbally or in writing) provided by a party (subject to clause 10.3).
- 10.3 Where a document is issued by or on behalf of Mainfreight and bears the title of, or includes the words, "bill of lading" (whether or not negotiable) or sea or air "waybill" and provides that Mainfreight contracts as carrier, the provisions set out in that document shall prevail to the extent of any inconsistency with this Agreement.
- 10.4 When this Agreement applies to or forms part of a bill of lading or an air/sea waybill issued by Mainfreight in its capacity as a contracting party for air/sea transportation, it is agreed that the transportation to the airport/wharf of departure and from the airport/wharf of arrival does not constitute part of the contract of air/sea carriage. As far as Mainfreight takes over the arrangement of performance of such services, this is done under a separate contract which is subject to this Agreement and (to the extent only to which this Agreement does not or cannot exclude or modify the operation of any applicable legislation) to that legislation.
- 10.5 This Agreement shall continue to apply and to be of full force and effect in all circumstances notwithstanding any breach or alleged breach by Mainfreight of this Agreement and in particular (but without limitation of the generality hereof), notwithstanding any departure by Mainfreight from this Agreement whether by way of deviation or otherwise howsoever.
- 10.6 If one or more provisions of this Agreement shall be invalid or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed from this Agreement to the extent that it is invalid or unenforceable.
- 10.7 This Agreement may be subject to change from time to time. Any changes to this Agreement will be effective upon written notice.

Customer acknowledges and agrees that they have read and understand the above terms and conditions and that this Agreement shall be applicable for any Services which are performed by Mainfreight:

Signature: 

Position: Chief Operating Officer

Name: Stuart Bolland

Date: 29th March 2023



Mainfreight Group – Deviations from Standard Terms & Conditions

info for customer:

POWIN ENERGY LLC

Address: 20550 SW 115th
Ave, Tualatin, OR 97062,
USA

General:

1. Defined terms in this document shall have the same meaning as outlined in Mainfreight's standard terms and conditions unless otherwise specified in this document.
2. This document shall prevail to the extent of any inconsistency with Mainfreight's standard terms and conditions.

Amendments to the T&Cs:

3. In clause 2.9, the number "14" is replaced with "60".
4. In clause 3.1, insert "30 days" before "notice to Customer".
5. In clause 3.8, the number "14" is replaced with "60".
6. Clause 3.9 is hereby deleted.
7. Insert the following at the end of clause 2.7:

Notwithstanding the foregoing, upon the written request of Customer, Mainfreight must provide Customer with any information which is reasonably requested in relation to such subcontractor utilised to perform the Services. Customer shall be entitled to suspend Mainfreight from utilising a particular subcontractor if they do not meet the minimum requirements as outlined in this Agreement.

8. In clause 9.1(b), the number "10" is replaced with "30".

Customer	Powin LLC		
Signature	 Type text here	Position	Chief Operating Officer
Name	Stuart Bolland	Date	29th March 2023



Mainfreight Air and Ocean Pty Ltd ABN 65 007 252 333

Liability info for customer:

POWIN ENERGY LLC

**Address: 20550 SW 115th Ave,
Tualatin, OR 97062, USA**

Liability of Mainfreight:

In the event of loss or damage to the cargo due to the negligence of Mainfreight, the liability of Mainfreight, howsoever arising, shall not exceed the lesser of:

- (i) the value of the goods per any one consignment and/or shipment., or
- (ii) AUD\$300,000 per any one consignment and/or shipment.

Mainfreight shall not be liable for loss or damage howsoever caused (whether or not direct, indirect or consequential) to property other than the Goods themselves and shall not be liable for any pure economic loss or loss of profit (or similar claim), delay or deviation howsoever arising, except to the extent any loss or damage to the cargo caused by Mainfreight's negligence or breach of contract or bailment or wilful act or default of Mainfreight.

International Transport:

Customer needs to be aware that when cargo is travelling by air/sea international conventions apply, these international conventions limit the liability of the carrier.

The most common conventions are the Hague Visby Rules (sea) and Montreal Convention (Air).

The limitations are: -

Hague Visby: The higher of 2 SDR per kilo of the goods lost/damaged, or 666.7 SDR per unit of goods.

Montreal Convention: 22 SDR per kilo of the goods lost/damaged

1 SDR = \$2 AUD approx. so there could be a shortfall between what the carrier is liable for under the conventions and the value of the cargo.

General Note:

We encourage customers, to ensure that they have all risk cargo insurance in place for their goods at all times. There are many circumstances where cargo loss/damage can occur which are not due to the fault of carriers (e.g. acts of god) and are therefore not recoverable from the carriers. Additionally, even where carriers are liable, the process of settling a liability claim can be much more time consuming than settling a cargo insurance claim. For a cargo claim the cargo insurer only needs evidence that the cargo is damaged before they pay out. For a liability claim the liability insurer needs evidence of the damage, as well as evidence that the carrier is liable – this can take some time to confirm. Best process for customer, is to claim under their cargo insurance policy in the first instance, so they receive their money asap, and then let their cargo insurer pursue a recovery claim against Mainfreight.

Customer Authorized Signature:

A handwritten signature in black ink, appearing to read "S. Bolland".

Customer Authorized Name: Stuart Bolland

Title: Chief Operating Officer

Date: 29th March 2023

CERTIFICATE OF SERVICE

I, Kevin M. Capuzzi, Esq., hereby certify that *Mainfreight's Notice of Lien* was filed and served on July 23, 2025 via CM/ECF on all parties registered to receive notice in this case.

/s/ Kevin M. Capuzzi
Kevin M. Capuzzi (NJ No. 173442015)

Exhibit B

(FlexGen APA)

ASSET PURCHASE AGREEMENT

by and among

FLEXGEN POWER SYSTEMS, LLC,

POWIN, LLC

and

its direct and indirect subsidiaries signatory hereto

July 6, 2025

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of July 6, 2025, by and among Powin, LLC, a Delaware limited liability company (“Powin”), and Powin’s direct and indirect subsidiaries that are signatories below (together with Powin, “Sellers” or the “Debtors”), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Buyer”). Sellers and Buyer are referred to collectively herein as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, Sellers presently conduct the business of providing service solutions using the Seller’s proprietary intellectual property, cloud-based software, support systems, analytics and reporting and monitoring capabilities for battery energy storage systems (collectively, the “Business”);

WHEREAS, on June 9, 2025 (the “Petition Date”), Sellers filed voluntary petitions for relief (the “Chapter 11 Cases”) pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”);

WHEREAS, the Parties entered into a debtor-in-possession credit facility, pursuant to which certain lenders agreed to provide a secured super-priority debtor-in-possession loan facility to the Debtors pursuant to the DIP Order (as defined below) and the DIP Loan Documents (as defined below) (such credit facility, the “DIP Facility”);

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities upon the terms and subject to the conditions set forth herein;

WHEREAS, Sellers intend to seek entry of Sale Procedures Order by the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) upon the terms and subject to the conditions set forth herein and in the Sale Procedures Order;

WHEREAS, Sellers intend to seek the entry of the Sale Order by the Bankruptcy Court approving this Agreement and authorizing Sellers to consummate the Contemplated Transactions upon the terms and subject to the conditions set forth herein and in the Sale Order;

WHEREAS, the independent manager or other applicable governing body of each Seller has determined that it is advisable and in the best interests of such Seller’s estate and the beneficiaries of such estate to consummate the Contemplated Transactions provided for herein pursuant to the Sale Procedures Order and the Sale Order and has approved this Agreement, subject to higher and better offers as contemplated by the Sale Procedures Order;

WHEREAS, the Contemplated Transactions are subject to the approval of the Bankruptcy Court, subject to higher and better offers as contemplated by the Sale Procedures Order, and will be consummated only pursuant to the Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer, Sellers and the Escrow Agent shall have entered into the Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I DEFINITIONS

“503(b)(9) Claim” means an Administrative Claim against any Seller under Section 503(b)(9) of the Bankruptcy Code.

“Accounts Receivable” means (a) all accounts, accounts receivable, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper, and vendor and supplier rebates of Sellers and (b) any security interest, claim, remedy or other right related to any of the foregoing.

“Administrative Claim” means an allowed Claim arising under Sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Alternate Transaction” means the sale, transfer or other disposition (or agreement to sell, transfer or otherwise dispose) of all or any material portion of the Purchased Assets (whether effected (or to be effected) pursuant to a reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, plan of reorganization or liquidation, or restructuring or similar transaction), in a transaction or series of transactions, other than the Contemplated Transactions; provided, that with respect to any series of related transactions described herein, the first such transaction in such series constitutes an “Alternate Transaction” for purposes of Section 8.1 and Section 8.3.

“Assignment and Assumption Agreement” means a duly executed assignment and assumption agreement, substantially in the form attached as Exhibit B hereto.

“Assumed Contract List” means Schedule 2.6(a) hereto.

“Assumed Contracts” means those Leases and Contracts that have been assumed by Sellers and assigned to Buyer pursuant to Section 2.6 and Section 365 of the Bankruptcy Code, which, for

the avoidance of doubt shall not include any Non-Real Property Contract or Lease that is excluded pursuant to Section 2.6.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumed Permits” means all Permits relating to the Business that are transferable in accordance with their terms and under applicable Law, but excluding all Permits to the extent related exclusively to any Excluded Asset (including any Lease that is not an Assumed Contract).

“Auction” means the auction for the sale and assignment of the Purchased Assets as specified in the Sale Procedures Order.

“Back-Up Bidder” has the meaning specified in the Sale Procedures Order.

“Back-Up Termination Date” means the first to occur of (a) consummation of an Alternate Transaction, or (b) Buyer’s receipt of notice from the Sellers of the release of Buyer’s obligations as Back-Up Bidder under any order of the Bankruptcy Court approving bidding procedures in connection with the Contemplated Transactions or an Alternate Transaction.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bill of Sale” means a duly executed bill of sale, substantially in the form attached as Exhibit A hereto.

“Breakup Fee” means a breakup fee equal to \$1,100,000.

“Business” has the meaning set forth in the recitals.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks located in New York, New York shall be authorized or required by Law to close.

“Buyer” has the meaning set forth in the preamble.

“Buyer Released Parties” has the meaning set forth in Section 5.8.

“Chapter 11 Cases” has the meaning set forth in the recitals.

“Claim” means a “claim” as defined in section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“Closing” means the closing of the transactions contemplated by this Agreement, which shall be deemed to have occurred at 12:01 p.m. (prevailing Eastern Time) on the Closing Date.

“Closing Date” means the second (2nd) Business Day after the date on which all conditions to the obligations of Sellers and Buyer to consummate the Contemplated Transactions set forth in Article VII (other than conditions with respect to actions Sellers and/or Buyer will take at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or

waived by the Party entitled to waive that condition, or at such other time or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto.

“Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

“Consent” means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders any of the foregoing unnecessary.

“Contemplated Transactions” means the sale by Sellers to Buyer, and the purchase by Buyer from Sellers, of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities.

“Contract” means any written or oral agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally-binding.

“Credit Bid” means a credit bid by the Buyer pursuant to section 363(k) of the Bankruptcy Code.

“Credit Card Receivables” means all Accounts Receivable and other amounts owed to any Seller (whether current or non-current) in connection with any customer purchases from any Seller that are made with credit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from credit card processors to Sellers.

“Cure Amount Cap” has the meaning set forth in Section 2.3(a).

“Cure Amounts” has the meaning set forth in Section 2.6(b).

“Current Employees” means all individuals employed by Sellers as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).

“Dataroom” has the meaning set forth in Section 4.7.

“Data Security Requirements” means, collectively, all of the following to the extent relating to access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any personal, sensitive, or confidential information or data (whether in electronic or any other form or medium), including any personal information protected under applicable laws, rules, or regulations, otherwise relating to privacy, security, or security breach notification requirements and applicable to the Sellers or to the conduct of the Business: (i) the Sellers’ own rules, policies, and procedures; (ii) all applicable laws, rules and regulations; (iii) industry standards applicable to the industry in which the Business operates; and (iv) contracts into which the Sellers have entered or by which they are otherwise bound.

“DIP Budget” shall have the same meaning as the term “Approved Budget” as defined in the DIP Order.

“DIP Indebtedness” means all “DIP Obligations” as defined in the DIP Order.

“DIP Lenders” shall have the same meaning given such term in the DIP Order.

“DIP Loan Documents” shall have the meaning given such term in the DIP Order.

“DIP Order” means as of any date of determination (i) the *Interim Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, (V) Modifying Automatic Stay, and (VI) Scheduling a Final Hearing* that was entered by the Bankruptcy Court on June 26, 2025 (the “Interim Order”) or (ii) the Final Order (as defined in the Interim Order), whichever such Order is then in effect.

“DIP Secured Parties” shall have the same meaning given such term in the DIP Order.

“Decree” means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

“Deposit” has the meaning set forth in Section 2.11(a).

“Disclosure Schedule” has the meaning set forth in Article III.

“Employee Benefit Plan” means (a) any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), (b) employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, program, policy, agreement or arrangement and (c) any other benefit or compensation plan, program, agreement or arrangement of any kind, providing for compensation, bonuses, profit-sharing, or other forms of incentive or deferred compensation, vacation benefits, insurance, medical, dental, vision, prescription or fringe benefits, life insurance, disability or sick leave benefits or post-employment or retirement benefits, in each case, maintained or contributed to by any Seller or in which any Seller participates or participated and that provides benefits to any Current Employee or Former Employee.

“Employee Roster” has the meaning set forth in Section 3.9.

“Environmental Laws” all applicable Laws concerning pollution or protection of the environment, human health and safety, and natural resources.

“ERISA” means the United States Employee Retirement Income Security Act of 1974.

“Escrow Agent” means Stretto, Inc.

“Escrow Agreement” means that certain Escrow Agreement, dated on or about the date hereof, by and among the Sellers, Buyer and the Escrow Agent.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Claims” means all rights (including rights of set-off and rights of recoupment), refunds, claims, counterclaims, demands, causes of action and rights to collect damages of Sellers against third parties (including, without limitation, avoidance actions and claims against the Sellers’ former officers, managers, independent managers, directors, employees, equity holders, private equity sponsors, or lenders, in each case in their capacity as such, or any other person or entity subject to investigation by the Committee pursuant to that final cash collateral order entered by the Bankruptcy Court, including, without limitation, those set forth on Schedule 1 to this Agreement). Notwithstanding the foregoing, “Excluded Claims” do not include any such rights with respect to (i) the Intellectual Property owned by the Sellers as of the time immediately preceding the Closing or (ii) any causes of action by a Seller against any of its customers, including, without limitation, avoidance claims or causes of action under Chapter 5 of the Bankruptcy Code, other than (A) the Specified Customer Claim and (B) any claim, if any, with respect to any customer of the Debtors to the extent such claim arose in a role other than as a customer of the Debtors (including but not limited to such customer’s role as a former officer, manager, independent manager, director, employee, equity holder, private equity sponsor, or lender of the Debtors) (all such rights that pursuant to this sentence are excluded from the “Excluded Claims,” collectively, the “IP and Customer Claims”).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Expense Reimbursement” means an expense reimbursement of the reasonable and documented out of pocket expenses associated with this Agreement in an aggregate amount not to exceed \$500,000.

“Express Representations” has the meaning set forth in Section 4.7.

“Final Order” means an order of the Bankruptcy Court, which is in full force and effect, which has not been modified, amended, reversed, vacated or stayed and as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

“Former Employees” means all individuals who have been employed by the Sellers (or any of their predecessors) who are not Current Employees.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“Governmental Entity” means any United States federal, state or local or non-United States governmental or regulatory authority, agency, commission, court, body or other governmental entity.

“Hazardous Substance” means any toxic or hazardous material, substance or waste as to which Liability or standards of conduct may be imposed under any Environmental Laws.

“Insurance Policy” means each primary, excess and umbrella insurance policy, bond and other forms of insurance owned or held by or on behalf, or providing insurance coverage to the Business, Sellers and their operations, properties and assets, including, without limitation, all stop-loss insurance policies with respect to Sellers’ self-insured medical and/or dental insurance programs.

“Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordings thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets; (e) rights in software and firmware, data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation, internally developed automation scripts, and administrative tools; and (f) all other intellectual property rights related to the Business or held by any Seller.

“Intellectual Property Assignments” has the meaning set forth in Section 2.9(a).

“IRC” means the United States Internal Revenue Code of 1986, as amended.

“IRS” means the Internal Revenue Service.

“IT Systems” means any and all information, payment and communications technologies owned or controlled by the Sellers, including all computers, hardware, software (whether in object or source code form), databases, servers, workstations, routers, hubs, switches, data communication lines, networks and all other information technology systems, included therein.

“Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity, or court of competent jurisdiction, or other legal requirement or rule of law, including applicable building, zoning, subdivision, health and safety and other land use Laws.

“Leased Real Property” means all (a) leasehold or sub-leasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property which is used in or otherwise related to the Business, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Sellers thereunder, and (b) any buildings, structures, improvements and fixtures located on any Leased Real Property

which are owned by Seller, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property (“Leasehold Improvements”).

“Leasehold Improvements” has the meaning set forth in the definition of “Leased Real Property”.

“Leases” means all leases, subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case pursuant to which any Seller holds any Leased Real Property.

“Liability” means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed.

“Lien” means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, judgments, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability).

“Litigation” means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental Entity or arbitrator.

“Material Adverse Effect” means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the condition (financial or otherwise), value or results of operations of the Purchased Assets (taken as a whole); provided, however, that no change, event, effect, development, condition, circumstance or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) the filing of a voluntary petition under Chapter 11 of the Bankruptcy Code or the effect, directly or indirectly, of such filing; (ii) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of this Agreements, except to the extent that such change has a materially disproportionate

adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) changes in conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates, except to the extent that such change has a materially disproportionate adverse effect on Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) resulting from any act of God or other force majeure event (including natural disasters); or (v) changes in Law or in GAAP or interpretations thereof; or (b) would reasonably be expected to prevent, materially delay or materially impair to the ability of any Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein.

“Non-Real Property Contracts” means the Contracts to which any Seller is a party other than the Leases.

“Offeree” has the meaning set forth in Section 6.4.

“Ordinary Course of Business” means the ordinary and usual course of business of Sellers taken as a whole consistent with past custom and practice and taking into account the commencement of the Chapter 11 Cases.

“Outside Date” means September 12, 2025.

“Parties” has the meaning set forth in the preamble.

“Permit” means any and all franchise, approval, permit (including environmental, construction and operation permits), license, order, registration, certificate, variance, Consent, exemption or similar right issued, granted, given or otherwise obtained or required to be obtained, from or by any Governmental Entity, under the authority thereof or pursuant to any applicable Law.

“Permitted Liens” means (a) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (b) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects that do not or would not materially impair value or the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; (c) with respect to Leasehold Improvements, any reversion or similar rights to the landlord or other third party upon expiration or termination of the applicable Lease; and (d) any Liens associated with or arising in connection with any Assumed Liabilities.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

“Personal Property Leases” means all leases of personal property relating to personal property used by Sellers or to which any Seller is a party or by which the properties or assets of any Seller are bound, in each case relating to the Business.

“Petition Date” has the meaning set forth in the recitals.

“PII” means “personally identifiable information” within the meaning of section 101(41A) of the Bankruptcy Code.

“Post-Closing Tax Period” means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

“Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

“Priority Claim” means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code.

“Professional Services” means any legal services, accounting services, financial advisory services, investment banking services or any other professional services provided by the Sellers’ advisers obtained pursuant to any order of the Bankruptcy Court.

“Property Taxes” means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

“Purchase Consideration” has the meaning set forth in Section 2.5.

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchased Assets” has the meaning set forth in Section 2.1

“Purchased Inventory” means the assets listed on Schedule 2.1(a).

“Qualified Bid” means competing bids qualified for the Auction in accordance with the Sale Procedures Order.

“Records” means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, customer relationship management software data and records, lists (including customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data and similar materials related to the Business.

“Registered” means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

“Related Agreements” means the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement and the Intellectual Property Assignments and any other instruments of

transfer and conveyance as may be required under applicable Law to convey valid title of the Purchased Assets to Buyer.

“Representative” means a Person’s officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents.

“Retention Fund” means a cash payment of \$2,000,000, payable at the Closing, to reimburse the Sellers for employee costs associated with the continuation of the Business and support of its customers through the Closing.

“Sale Hearing” means the hearing conducted in the Bankruptcy Court to seek approval of the Sale Motion and the Contemplated Transactions.

“Sale Motion” means a motion filed by the Sellers with the Bankruptcy Court in connection with the Chapter 11 Cases requesting the entry of the Sale Procedures Order and the Sale Order.

“Sale Order” means an order of the Bankruptcy Court entered in the Chapter 11 Cases consistent with the terms of this Agreement approving the Sale Motion and sale to Buyer in form and substance satisfactory to Buyer.

“Sale Order Deadline” means August 7, 2025, unless extended by Buyer.

“Sale Procedures Order” means an order of the Bankruptcy Court approving the sale procedures relief requested in the Sale Motion in the form attached hereto or otherwise in form and substance satisfactory to Buyer.

“Seller” or “Sellers” has the meaning set forth in the preamble.

“Sellers’ Knowledge” (or words of similar import) means the actual knowledge, after due inquiry (which includes reasonable inquiry of such person’s direct reports), of each of the individuals listed on Schedule 1.1(a).

“Specified Customer Claim” means the customer claim set forth on Schedule 1.1(b).

“Straddle Period” means any Tax period beginning before or on and ending after the Closing Date.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons

shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member, or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" has the meaning specified in the Sale Procedures Order.

"Tax" or "Taxes" means any United States federal, state or local or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, unclaimed property, sales, use, liquor, cigarette, transfer, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever (however denominated), whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether or not disputed.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Termination Event" has the meaning set forth in Section 8.1.

"Transfer Tax" means any stamp, documentary, registration, transfer, added-value or similar Tax imposed under any applicable Law in connection with the transactions contemplated by this Agreement.

"Transferring Party" has the meaning set forth in Section 5.1(c).

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Purchased Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement (including, without limitation, Section 4.7 below), at the Closing, Buyer shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Permitted Liens and any Liens included in the Assumed Liabilities), for the consideration specified in Section 2.5. "Purchased Assets" shall mean all of the, direct or indirect, right, title and interest of Sellers in, to and under the tangible and intangible assets (including goodwill), properties, rights, going concern value, claims and Contracts used, useful, or held for use in, or related to, the Business (but excluding Excluded Assets) wherever situated and of whatever kind and nature, real or personal, as of the Closing, including:

(a) all Purchased Inventory of Sellers as of the Closing set forth on Schedule 2.1(a) hereto, including all rights of Sellers to receive such Purchased Inventory, supplies and materials which are on order as of the Closing;

(b) all Assumed Contracts that have been assumed by and assigned to Buyer pursuant to Section 2.6;

(c) all Intellectual Property owned by Sellers, including, without limitation, the Intellectual Property set forth on Schedule 2.1(c) hereto;

(d) all items of machinery, equipment, supplies, furniture, fixtures, Leasehold Improvements (to the extent of Sellers' rights to any Leasehold Improvements under the Leases that are Assumed Contracts) owned by Sellers as of the Closing and related to the Business, as set forth on Schedule 2.1(d) hereto;

(e) all Records related to the Business, including Records related to Taxes paid or payable by any Seller (provided that Sellers are entitled to retain copies of all Records for legal compliance purposes), but excluding (i) personnel files for Current Employees and Former Employees of Sellers who are not hired by Buyer as of the Closing Date and (ii) any materials exclusively related to any Excluded Assets;

(f) all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);

(g) all rights of Sellers under non-disclosure or confidentiality, noncompete, assignment of inventions, or nonsolicitation agreements with Current or Former Employees, directors, consultants, independent contractors and agents of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);

(h) all of the Assumed Permits;

(i) the amount of, and all rights to any, insurance proceeds received by any of Sellers after the date hereof in respect of (i) the loss, destruction or condemnation of any Purchased Assets, occurring prior to, on or after the Closing or (ii) any Assumed Liabilities;

(j) the IP and Customer Claims;

(k) all rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person to the extent relating to equipment purchased, or products sold, to Sellers to the extent such equipment or products are included in the Purchased Assets and/or Assumed Liabilities;

(l) all of the Sellers' telephone numbers, e-mail addresses, websites, URLs and internet domain names related to the Business;

(m) all IT Systems, content, text, graphics, pictures, tools, code, log files, usernames, passwords and other log-in information (e.g. security questions and answers and related linkages) or used or held for use in connection with the operation or conduct of

the Business and other materials, information and items contained or incorporated in or used or held for use in conjunction therewith, including historical usage and analytics data and all diagrams, data, specifications, user manuals, instructional materials and other documentation, information and data relating thereto; and

(n) all other assets that are related to or used in connection with the Purchased Assets or the Business (but excluding all of the Excluded Assets).

Section 2.2 Excluded Assets. Notwithstanding Section 2.1, Buyer expressly understands and agrees that Buyer is not purchasing or acquiring, and the Sellers are not selling or assigning, any right, title or interest (direct or indirect) in or to any of the following assets, properties and rights of Sellers (the "Excluded Assets"):

- (a) all cash and cash equivalents of any Seller;
- (b) all of Sellers' certificates of formation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, unit certificates and other documents relating to the organization, maintenance and existence of any Seller as a limited liability company or other entity;
- (c) all equity securities of any Seller or securities convertible into, exchangeable, or exercisable for any such equity securities and all net operating losses of any Seller;
- (d) all Leases (and related Leased Real Property, if any) and Contracts, in each case, other than the Assumed Contracts;
- (e) the Excluded Claims;
- (f) any loans or notes payable to any Seller or any of its Affiliates from any employee of any Seller or any of its Affiliates (other than Ordinary Course of Business employee advances);
- (g) any (i) Records containing confidential personal private information including confidential personnel and medical Records pertaining to any Current Employees or Former Employees to the extent the disclosure of such information is prohibited by applicable Law, (ii) other Records that Sellers are required by Law to retain and (iii) any Records or other documents relating to the Chapter 11 Cases that are protected by the attorney-client privilege; provided that Buyer shall have the right to make copies of any portions of such retained Records (other than the Records referenced in subsection (iii)) to the extent that such portions relate to the Business or any Purchased Asset;
- (h) all Permits other than the Assumed Permits;
- (i) all directors' and officers' liability Insurance Policies, including any tail Insurance Policies, including the rights of the directors and officers thereunder for coverage

(i.e., advancement of expenses and liability coverage with respect to claims made against such officers and directors); provided that for the avoidance of doubt, any proceeds or right to proceeds under such policies payable or paid to the Seller (other than for purposes of paying, reimbursing or advancing the expenses and liability coverage to or on behalf of any director or officer covered under such policy and payable to a third party with respect to claims made against such director or officer) including for damages and reimbursement for losses or otherwise, shall be payable to Buyer as a Purchased Asset from and after the Closing;

- (j) all Employee Benefit Plans;
- (k) the assets of Powin EKS SellCo, LLC set forth on Schedule 2.2(j);
- (l) the Accounts Receivable of Sellers;
- (m) any Tax refunds, credits or other Tax assets of Sellers attributable to Taxes that are Excluded Liabilities; and
- (n) the rights of Sellers under this Agreement and the Related Agreements and all consideration payable or deliverable to Sellers under this Agreement.

Section 2.3 Assumption of Assumed Liabilities. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to Assumed Liabilities under Assumed Contracts or Assumed Permits that are assumed by Buyer after the Closing, such later date of assumption as provided in Sections 2.6 and Section 2.7), Buyer shall assume from Sellers (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Sellers shall irrevocably convey, transfer, and assign to Buyer, the following Liabilities, without duplication and only to the extent not paid prior to the Closing and no other Liabilities (collectively, the “Assumed Liabilities”):

- (a) all Cure Amounts under any and all Assumed Contracts; provided, however, that the Buyer shall not be obligated to assume or pay any Cure Amounts with respect to the Assumed Contracts set forth on Schedule 2.3(a) (as the same may be amended from time to time pursuant to Section 2.6) in excess of such Assumed Contract’s Cure Amount Cap;
- (b) Liabilities under the Assumed Contracts and Assumed Permits solely to the extent arising from and after the Closing Date as well as any Liabilities to the extent arising exclusively out of the Purchased Assets, in each case, solely to the extent arising from and after the Closing Date;
- (c) Liabilities expressly assumed by Buyer under the Agreement;
- (d) Claims for stub-rent pursuant to section 503(b) of the Bankruptcy Code with respect to Leases that are also Assumed Contracts (it being understood that Buyer shall pay such amounts no later than the later of (a) 10 days following Closing and (b) the last day of the month in which the Closing occurs); and

- (e) all Transfer Taxes in accordance with Section 6.5.

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter, other than the Assumed Liabilities, including any Liability of any Seller, or otherwise imposed on the Purchased Assets or with respect to the Business, in respect of any Tax, including without limitation any Liability of any Seller for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-United States Law), as a transferee or successor, by Contract or otherwise, but excluding any Property Taxes to the extent specifically allocated to Buyer pursuant to Section 6.6 and any Transfer Taxes (all such Liabilities that Buyer is not assuming being referred to collectively as the “Excluded Liabilities”).

Section 2.5 Consideration.

(a) In aggregate consideration for the sale and transfer of the Purchased Assets (the “Purchase Consideration”) shall be composed of the following:

- i. \$36,000,000 (the “Purchase Price”), comprised, in the Buyer’s sole discretion, of (A) the Credit Bid and (B) cash;
- ii. the assumption by Buyer of the Assumed Liabilities; and
- iii. the Retention Fund.

(b) The Purchase Consideration shall be satisfied at the Closing as to:

- i. the Credit Bid, by causing the DIP Lenders to (A) acknowledge satisfaction of the portion of the DIP Indebtedness covered by the Credit Bid and (B) to the extent the Credit Bid covers all DIP Indebtedness, release all guarantees of the DIP Indebtedness and security interests and liens securing the DIP Indebtedness (collectively, (i)(A) and (i)(B) above, the “Credit Bid And Release”);
- ii. to the extent that the Purchase Price and the Retention Fund, in the aggregate, exceeds the amount of the Credit Bid, the Deposit, by Buyer and the Sellers instructing the Escrow Agent to pay the Deposit to the Sellers, by wire transfer of immediately available funds, in accordance with the terms of the Escrow Agreement (and to the extent that the amount of the Deposit exceeds the amount by which the Purchase Price and the Retention Fund, in the aggregate, exceeds the amount of the Credit Bid, the remaining portion of the Deposit shall be returned to Buyer at the Closing);
- iii. to the extent that the Purchase Price and the Retention Fund, in the aggregate, exceeds the sum of (A) the Credit Bid and (B) the Deposit, cash consideration to be paid by Buyer to Sellers; and

iv. the amount of the Assumed Liabilities described in Section 2.3, by assuming such Assumed Liabilities through one or more Assignment and Assumption Agreements.

Section 2.6 Assumption and Assignment of Contracts.

(a) The Assumed Contract List sets forth a list of all Contracts and Leases to which a Seller is a party and which Buyer has designated to be included as an Assumed Contract, together with estimated Cure Amounts for each Assumed Contract.

(b) In connection with the assumption and assignment to Buyer of any Assumed Contract pursuant to this Section 2.6, (i) the cure amounts, if any, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults under the Assumed Contracts (such amounts, the “Cure Amounts”), in each case as of the Petition Date and to the extent required by Section 365(b) of the Bankruptcy Code and any order of the Bankruptcy Court, shall be paid by Buyer at the Closing, except as otherwise provided in this Agreement, and neither the Cure Amounts paid by Buyer nor any other expense or obligation set forth in this Section 2.6(b) shall reduce, directly or indirectly, any consideration payable to Sellers hereunder and (ii) Buyer shall provide sufficient adequate assurance of future performance as of the Sale Hearing necessary to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to Assumed Contracts.

(c) Sellers shall use their respective commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assumed Contracts to Buyer on the terms set forth in this Section 2.6. In the event Sellers are unable to assign any such Assumed Contract to Buyer pursuant to an order of the Bankruptcy Court, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Assumed Contracts to Buyer.

(d) Notwithstanding the foregoing, but subject to Section 5.1, a Contract shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, Buyer to the extent that such Contract (i) is rejected by a Seller or terminated by a Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing and is not continued or otherwise extended upon assumption; (ii) requires a Consent of any Governmental Entity or other third party (except as permitted by the Bankruptcy Code) in order to permit the sale or transfer to Buyer of Sellers’ rights under such Contract, and no such Consent has been obtained prior to the Closing or (iii) the Cure Amount exceeds the Cure Amount Cap with respect to such Contract and neither Sellers nor Buyer are willing to pay the amount of the Cure Amount that exceeds the Cure Amount Cap with respect to such Contract. In the absence of an agreement by the parties as to the payment of a Cure Amount in excess of the Cure Amount Cap, the subject contract shall be deemed rejected by Sellers.

(e) In addition, a Permit shall not be assigned to, or assumed by, Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party

(other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of Sellers' rights under such Permit, and no such Consent has been obtained prior to the Closing.

Section 2.7 Schedule Updates.

(a) Notwithstanding anything to the contrary in this Agreement, and without any increase or decrease in the Purchase Price (other than (i) with respect to the addition of any Contract to the Purchased Assets, any resulting increase or decrease in Cure Amounts, without regard to Cure Amount Caps and (ii) with respect to the addition of any inventory to the Purchased Assets, the Buyer shall either assume or pay to Sellers the amount of any debt or other Liability associated with such inventory or required to satisfy any Liens associated with such inventory), the Buyer may, in its sole discretion, revise, by written notice to Sellers, amend or modify this Agreement and any schedule setting forth the Purchased Assets and the Excluded Assets prior to the Closing to (i) include in the definition of Purchased Assets (pursuant to the applicable schedule) and to exclude from the definition of Excluded Assets, any Contract or inventory of the Sellers not previously included in the Purchased Assets and require (A) the Sellers to file a notice of assumption and assignment with the Bankruptcy Court and (B) the Sellers to provide any necessary notice to the parties to any such Contract and (ii) to exclude from the definition of Purchased Assets (pursuant to the applicable schedule) and to include in the definition of Excluded Assets, any Assumed Contract, Assumed Plan or other asset of the Sellers previously included in the Purchased Assets and not otherwise included in the definition of Excluded Assets.

(b) If any Contract is added to (or removed from) the Purchased Assets as permitted by this Section 2.7, the Sellers shall promptly take such steps as are reasonably necessary, including, if applicable, payment or adequate assurance of payment of all Cure Amounts and prompt delivery of notice to the non-debtor counterparty, to cause such Contracts to be assumed by the Sellers, and assigned to the Buyer, on the Closing Date (other than as excluded under the Sale Order and this Agreement).

(c) If any Contract is removed from the Purchased Assets as permitted by this Section 2.7, all Liabilities to third parties arising under such Contract shall be Excluded Liabilities. Without limiting any of the Buyer's rights pursuant to this Section 2.7, in the event that the Sale Order does not approve the assignment or transfer of one or more of the Assumed Contracts to the Buyer as Purchased Assets, the Buyer may, in its sole discretion and at any time prior to the Closing Date, exclude any or all of the Assumed Contracts from the Purchased Assets.

(d) Notwithstanding the foregoing, if any Purchased Inventory is subject to a Lien or Liability (or claim of a Lien or Liability) not reflected in Schedule 2.1(a) (each, an "Unscheduled Inventory Liability"), Buyer shall be responsible for the payment of such Unscheduled Inventory Liabilities up to an aggregate amount of \$1,000,000 (the "Unscheduled Inventory Liability Cap") for all such Unscheduled Inventory Liabilities. Unless otherwise agreed by Buyer, all Purchased Inventory that is subject to an Unscheduled Inventory Liability shall remain included in the Purchased Assets, with Seller

responsible for the payment of any Unscheduled Inventory Liabilities in excess of the Unscheduled Inventory Liability Cap.

Section 2.8 Closing. The Closing shall take place remotely by electronic exchange of counterpart signature pages commencing at 10:00 a.m. Eastern time on the Closing Date.

Section 2.9 Deliveries at Closing.

(a) At the Closing, Sellers shall deliver to Buyer the following documents and other items, duly executed by Sellers, as applicable:

- i. all Bills of Sale reasonably requested by Buyer;
- ii. all Assignment and Assumption Agreements reasonably requested by Buyer;
- iii. instruments of assignment in form and substance to be agreed to by the Parties in their reasonable discretion for each Registered trademark and domain name, respectively, transferred or assigned hereby and for each pending application therefor, and general assignments of all other Intellectual Property of the Sellers, in each case as reasonably requested by Buyer (collectively, the “Intellectual Property Assignments”);
- iv. a properly completed and duly executed IRS Form W-9 from each Seller or, if applicable, its regarded owner for U.S. federal income tax purposes;
- v. the officer’s certificates required to be delivered pursuant to Section 7.1(j);
- vi. such other bills of sale, special warranty deeds, completed Transfer Tax returns, title affidavits, assignments of leases, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to the Buyer (in each case signed and acknowledged as appropriate), as the Buyer may reasonably request to vest in the Buyer all the right, title and interest of the Sellers in, to or under any or all the Purchased Assets; provided that all of the reasonable and documented out-of-pocket post-Closing costs incurred by the Sellers in preparing and delivering the foregoing shall be borne by the Buyer and paid promptly after demand therefor and receipt of supporting invoices; and
- vii. all other previously undelivered certificates, agreement and other documents required to be delivered by this Agreement by the Sellers at or prior to the Closing in connection with the transactions contemplated by this Agreement.

(b) At the Closing, Buyer shall deliver to Sellers the following documents and other items, duly executed by Buyer, as applicable:

- i. any and all Assignment and Assumption Agreements to which the Buyer is party;
- ii. the Purchase Price;
- iii. the Retention Fund;
- iv. the Credit Bid And Release, in form reasonably satisfactory to the Sellers (including documentation reasonably acceptable to the Sellers evidencing satisfaction of the DIP Indebtedness);
- v. the officer's certificates required to be delivered pursuant to Section 7.2(e); and
- vi. all other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by the Buyer at or prior to the Closing in connection with the Contemplated Transactions.

Section 2.10 Allocation. Within fifteen (15) calendar days after the Closing Date, Buyer shall in good faith prepare an allocation of the Purchase Price and the Retention Fund (and all capitalized costs, assumed liabilities, and other amounts treated as purchase price for U.S. federal income Tax purposes) among the Purchased Assets in accordance with Section 1060 of the IRC and the Treasury Regulations thereunder (and any similar provision of United States state or local or non-United States Law, as appropriate). Sellers shall have fifteen (15) calendar days following receipt of Buyer's proposed allocation to review and comment on such proposed allocation and Buyer shall consider such comments in good faith. Thereafter, Buyer shall provide Sellers with Buyer's final allocation schedule, and Buyer and Sellers shall report, act and file Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) which is inconsistent with such allocation; provided that nothing contained herein shall prevent Buyer or Sellers from settling any proposed deficiency or adjustment by any Governmental Entity based upon or arising out of such allocation, and neither Buyer nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Entity challenging the allocation. Notwithstanding the foregoing, the Parties recognize that certain allocations of purchase price may be necessary prior to the schedule set forth above, such as in the case of any Transfer Tax filings, and the Parties agree to reasonably cooperate in determining the appropriate allocation in a timely manner in advance of such filings and the payment of Transfer Taxes.

Section 2.11 Withholding. Buyer, the Escrow Agent and any other Person making a payment hereunder (in each case, a "Payor"), shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Seller or any other Person such amounts as such Payor is required to deduct and withhold under the IRC, or any applicable Law, with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

Section 2.12 Deposit.

(a) No later than one (1) Business Day after the date on which the parties enter into the Escrow Agreement, Buyer will make an earnest money deposit (the “Deposit”) into escrow with the Escrow Agent in the amount equal to \$3,600,000 by wire transfer of immediately available funds. The Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any of the Sellers or Buyer and shall be applied against payment of the Purchase Price. At the Closing, the Deposit shall be delivered to the Sellers in accordance with Section 2.5(b) and the terms of the Escrow Agreement and credited toward payment of the Purchase Price.

(b) If this Agreement has been validly terminated prior to the Closing by the Seller pursuant to Section 8.1(g) then, within three (3) Business Days after the date of such termination, Buyer and the Sellers shall jointly instruct the Escrow Agent to disburse the Deposit to the Sellers.

(c) If this Agreement has been validly terminated prior to the Closing by any Party hereto for any reason other than as contemplated by Section 2.12(b) then, within three (3) Business Days after the date of such termination, Buyer and the Sellers shall jointly instruct the Escrow Agent to disburse the Deposit to Buyer.

ARTICLE III SELLERS’ REPRESENTATIONS AND WARRANTIES

Sellers hereby represent and warrant to Buyer as of the date hereof and as of the Closing Date that, except as set forth in the disclosure schedule accompanying this Agreement (the “Disclosure Schedule”), the statements contained in this Article III are true and correct.

Section 3.1 Organization of Sellers; Good Standing.

(a) Each Seller is duly organized, validly existing and in good standing under the Laws of its state of formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which the Business is currently being conducted. Each Seller has all requisite corporate or similar power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(b) Except solely as a result of the commencement of the Chapter 11 Cases, each Seller is duly authorized to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(c) None of the Sellers has any Subsidiaries (other than other Sellers, if applicable).

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) each Seller has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which a Seller is a party have been duly authorized by such Seller and no other company action on the part of any Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the Contemplated Transactions; and

(b) this Agreement has been duly and validly executed and delivered by each Seller, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller is a party will have been duly and validly executed and delivered by each such Seller, as applicable. Subject to approval of the Bankruptcy Court, assuming that this Agreement constitutes a valid and legally binding obligation of Buyer, this Agreement constitutes the valid and legally-binding obligations of Sellers, enforceable against Sellers in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Subject to approval of the Bankruptcy Court, assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of Buyer, each Related Agreement to which any Seller is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of such Seller, as applicable, enforceable against Sellers, as applicable, in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements), subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) will conflict with or result in a breach of the certificate of formation, operating agreement or other organizational documents of any Seller, (ii) will violate any Law to which any Seller is, or its respective assets or properties are, subject, (iii) subject to the entry of the Sale Order, will conflict with any Assumed Contract or Assumed Permit, or (iv) subject to and assuming entry of the Sale Order, will conflict with, or result in any violation of or constitute a breach or default under, any order of any Governmental Entity applicable to the Sellers or any of the Purchased Assets, and, in the case of clauses (ii), (iii) and (iv) for such conflicts, breaches, violations, defaults, accelerations, rights or failures to give notice, would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Except as set forth in Schedule 3.3(b) of the Disclosure Schedule, subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing), no Consent, notice or filing is required to be

obtained by any Seller from, or to be given by any Seller to, or made by any Seller with, any Governmental Entity in connection with the execution, delivery and performance by any Seller of this Agreement or any Related Agreement. After giving effect to the Sale Order and any applicable order of the Bankruptcy Court authorizing the assignment and assumption of any Contract that is an Assumed Contract hereunder, no Consent, notice or filing is required to be obtained by any Seller from, or to be given by any Seller to, or made by any Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by any Seller of this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Compliance with Laws.

(a) Sellers are in compliance with all Laws applicable to the Business or the Purchased Assets in all material respects. Sellers have not received any written notice of violation of any Law with respect to any Seller, the Business or the Purchased Assets and there is no reasonable basis for the issuance of any such notice or the taking of any action for such violation.

(b) To Sellers' Knowledge, Sellers do not engage in (a) the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "DPA"); (b) the ownership, operation, maintenance, supply, manufacture, or servicing of "covered investment critical infrastructure" within the meaning of the DPA (where such activities are covered by column 2 of Appendix A to 31 C.F.R. Part 800); or (c) the maintenance or collection, directly or indirectly, of "sensitive personal data" of U.S. citizens within the meaning of the DPA. The Seller has no current intention of engaging in such activities in the future.

(c) Sellers have not, nor have they taken any action during the past two (2) years that would reasonably result in any such Person being deemed, a "foreign entity of concern" under 15 U.S.C. §4651 (including the corresponding definitional and interpretative guidance referenced therein).

Section 3.5 Title to Purchased Assets. Sellers, as of immediately prior to the Closing, have good and valid title to, or, in the case of leased assets, have good and valid leasehold interests in (subject to the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law)), the Purchased Assets, free and clear of all Liens (except for Permitted Liens), subject to entry of the Sale Order. At the Closing or such time as title is conveyed under Section 2.6, Sellers will convey, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, good and valid title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens (except for Permitted Liens), to the fullest extent permissible under section 363(f) of the Bankruptcy Code and subject to the rights of licensees

under section 365(n) of the Bankruptcy Code. No Person other than Sellers are engaged in the operation of, or hold rights, title and interest in (except for Permitted Liens), the Purchased Assets.

Section 3.6 Contracts. Schedule 3.6 of the Disclosure Schedule sets forth an accurate list, as of the date hereof, of all material Contracts, including any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof, to which a Seller is a party with respect to the Business as of the date hereof (and Sellers have made available to Buyer true and complete copies of all such Contracts). Except as set forth in Schedule 3.6 of the Disclosure Schedule, no Seller has assigned, delegated or otherwise transferred to any third party any of its rights or obligations with respect to any such Contract. The Assumed Contracts include all Contracts material to the ownership and/or operation of the Business. Sellers have not, and, to Sellers' Knowledge, no other party to any Assumed Contract has, commenced any action against any of the parties to any Assumed Contract or given or received any written notice of any default or violation under any Assumed Contract that has not been withdrawn or dismissed. To Sellers' Knowledge, each Assumed Contract is, or will be upon the Closing, valid, binding and in full force and effect in accordance with its terms.

Section 3.7 Intellectual Property.

(a) Schedule 3.7 of the Disclosure Schedule sets forth a true and complete list of (i) all Registered Intellectual Property that is owned by any Seller, (ii) all material Contracts pursuant to which any Seller obtains the right to use any Intellectual Property, excluding, specifically, shrink-wrap or off-the-shelf software and open source licenses, and (iii) all material Contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. Sellers own all Registered Intellectual Property free and clear of all Liens (except for Permitted Liens and subject to entry of the Sale Order), and all such Registered Intellectual Property is valid, subsisting and, enforceable, and is not subject to any outstanding Decree adversely affecting Sellers' use thereof or rights thereto.

(b) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the products sold or services provided by Sellers or any of their Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person, nor has any other Person made or threatened in writing any claim of such infringement or other violation. To Sellers' Knowledge, no third party is infringing any Intellectual Property owned by any Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect.

(c) Each Person who has contributed to, developed or conceived of any Intellectual Property for or on behalf of any member of the Seller either (i) has entered into a valid and enforceable written agreement pursuant to which such Person assigned to a member of the Sellers exclusive ownership of all such Person's right, title and interest in and to such Intellectual Property or (ii) contributed to, developed or conceived of such Intellectual Property in a manner such that ownership of all right, title and interest in and to such Intellectual Property automatically vested in the Sellers as a matter of applicable Law.

(d) The Sellers have used commercially reasonable efforts to maintain and protect the confidentiality of all trade secrets and other confidential information included in the Purchased Assets, and the Sellers have not disclosed any such trade secrets or other confidential information to any third party other than to Persons subject to contractual, legal, or otherwise binding ethical obligations to maintain the confidentiality thereof, in each case other than the release of the information described on Schedule 3.7(d) of the Disclosure Schedule from escrows of intellectual property to existing customers (the “Escrow Release”). Without limiting the foregoing, other than the Escrow Release, the Sellers have not disclosed, delivered, licensed, escrowed, released, or otherwise made available, nor does any Seller have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license, escrow, or otherwise make available, any source code that embodies any of the Purchase Assets or that is proprietary and included in any Company Product (to any third Person (other than Persons working for or on behalf of the Sellers and subject to written and valid confidentiality obligations)).

(e) There are not, and in the past three (3) years have not been, any defects or other problems in any of the products or services from which the Sellers have derived, or are currently deriving, revenue from the sale, license, maintenance or other provision thereof (“Company Products”), in each case that would prevent the same from performing substantially in accordance with their user specifications or functionality descriptions (collectively, “Technical Deficiencies”).

(f) The computer systems, software, computer hardware (whether general or special-purpose), telecommunications, networks, servers, peripherals, and other information technology equipment that is used by the Sellers in the conduct of the Business (“Business Systems”) are sufficient in all material respects for conduct of the Business. In the past three (3) years, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects.

(g) The Sellers have taken commercially reasonable actions to protect the security and integrity of the Business Systems and the data stored or contained therein or transmitted thereby including by implementing industry standard procedures preventing unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program (“Malicious Code”), and the taking and storing on-site and off-site of back-up copies of critical data. There is no Malicious Code in any of the Company Products or the Business Systems, and the Company has not received any complaints from any customers related to any Malicious Code or Technical Deficiencies.

(h) The Sellers and the conduct of the Business are in compliance in all material respects with, and have been in compliance in all material respects with all Data Security Requirements and there have not been any material actual or alleged incidents of data security breaches, unauthorized access or use of any of the Business Systems, or material unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any business information and all personally-identifying information and data that is processed by the Sellers or the Business Systems.

Section 3.8 Litigation. Other than the Chapter 11 Cases, Schedule 3.8 of the Disclosure Schedule sets forth all unresolved Litigation brought by or against any Seller, and to Sellers' Knowledge, there is no other Litigation threatened in writing against any Seller.

Section 3.9 Employees. All employees of Sellers are authorized to work in the United States. Sellers have provided Buyer as of a date no earlier than five Business Days before the date of this Agreement a complete and correct list of all employees who are reasonably expected to be Current Employees by: name; title or position; status (part-time, full-time, exempt, non-exempt, etc.); whether paid on a salaried, hourly or other basis; current base salary or wage rate; current target bonus; start date; service reference date (if different from the start date); work location; vacation entitlement formula; and an indication of whether or not such employee is on leave of absence (the "Employee Roster").

Section 3.10 Real Property.

(a) Sellers do not own any real property.

(b) Schedule 3.10(b) of the Disclosure Schedule sets forth the address of each Leased Real Property used in connection with the Business, and a true and complete list of all Leases that are Assumed Contracts (including the date and name of the parties to such Lease document). Sellers have made available to Buyer a true and complete copy of all Leases that are Assumed Contracts (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for such Leased Real Property, as amended through the date hereof. Except as set forth in Schedule 3.10(b) of the Disclosure Schedule, with respect to each of the Leases that are Assumed Contracts: (i) to Sellers' Knowledge and subject to the effect on enforceability of (A) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and (B) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law), such Lease is legal, valid, binding, enforceable and in full force and effect in accordance with its terms; (ii) Sellers' possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and to Sellers' Knowledge, there are no disputes with respect to Sellers' obligations under such Lease that will not be satisfied by the Sale Order; (iii) to Sellers' Knowledge, no other party to a Lease is in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default; (iv) no security deposit or portion thereof deposited with respect such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (v) the other party to such Lease is not an Affiliate of, and otherwise does not have any economic interest in, Sellers; (vi) the Sellers have not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; and (vii) there are no liens or encumbrances (other than Permitted Liens) on the estate or interest created by such Lease.

(c) Schedule 3.10(c) of the Disclosure Schedule sets forth a description of all material Leasehold Improvements for each Leased Real Property related to the Business.

(d) The Leased Real Property identified in Schedule 3.10(b) of the Disclosure Schedule and the Leasehold Improvements comprise all of the real property used in or otherwise related to the operation by Sellers of, the Business.

(e) Sellers have received no notice of any condemnation, expropriation or other proceeding in eminent domain pending or, to Sellers' Knowledge, which is threatened, affecting any real property underlying the Leased Real Property or any portion thereof or interest therein.

(f) To Sellers' Knowledge, no condition exists at any Leased Real Property, or at any other real property owned, leased or otherwise utilized by Sellers, that could reasonably be expected to (i) cause a fire hazard, or create conditions that could induce a battery-related fire, or (ii) result in material non-compliance with applicable fire safety codes.

Section 3.11 Tangible Personal Property. Schedule 3.11 of the Disclosure Schedule sets forth all material Personal Property Leases related to the Business, and, to Sellers' Knowledge, each such material Personal Property Lease is valid and enforceable.

Section 3.12 Permits. Schedule 3.12 of the Disclosure Schedule contains a list of all material Permits related to the Business that Sellers hold as of the date hereof in connection with the operations of the Business. As of the date hereof, there is no Litigation pending or, to Sellers' Knowledge, threatened in writing that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Assumed Permits, except where a failure of this representation and warranty to be so true and correct would not be material to the ownership and operation of the Business. All required filings with respect to the Assumed Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true and correct would not be material to the ownership and operation of the Business.

Section 3.13 Purchased Inventory.

(a) To Sellers' Knowledge, no Purchased Inventory is materially damaged in any significant way, except for any such damage which would not be material to the Purchased Inventory taken as a whole;

(b) To Sellers' Knowledge, none of the Purchased Inventory has been part of a current or past product recall, except for any such recall which would not be material to the Purchased Inventory taken as a whole;

(c) To Sellers' Knowledge, the Purchased Inventory is in material compliance with United States federal and applicable state guidelines for such products as of the date hereof, except for any such noncompliance which would not be material to the Purchased Inventory taken as a whole; and

(d) To Sellers' Knowledge, the Purchased Inventory is in working condition or in a condition fit for sale and consumption in accordance with all applicable Laws, as the

case may be, except for such failure to be in such condition which would not have a Material Adverse Effect on the Purchased Inventory taken as a whole.

(e) With respect to the Purchased Inventory, Sellers have complied, in all material respects, with Title 19 of the United States Code and with all other applicable customs and import Laws and have paid all tariffs and penalties imposed upon such Seller by the U.S. Customs and Border Protection Agency, U.S. Department of Commerce, or any other U.S. or non-U.S. governmental authority on the importation of goods (“Import Duties”), and has not imported or attempted to import any goods prohibited by any applicable customs or import Laws. Seller has not received any written notice of, nor to the Seller’s Knowledge is there any pending or threatened, audit, examination, investigation, or other proceeding by any governmental authority relating to any Import Duties applicable to the Purchased Inventory. The Sellers are in compliance in all material respects with all applicable Laws relating to the payment of Import Duties and the importation and exportation of goods, including all applicable recordkeeping, classification, valuation, marking, labeling, country of origin, and free trade agreement requirements, in each case, with respect to the Purchased Inventory.

Section 3.14 Environmental Matters. Except as set forth in Schedule 3.14 of the Disclosure Schedule:

(a) Each Seller is, and has been during the prior two (2) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all Permits, licenses and authorizations required under applicable Environmental Laws;

(b) No Seller has received during the prior two (2) years written notice from any Governmental Entity or third party regarding any actual or alleged violation of or Liability under Environmental Laws;

(c) To Sellers’ Knowledge, no Hazardous Substance has been released at any current or former Leased Real Property, or other real property, by Sellers in violation of any Environmental Law;

(d) Sellers have made available to Buyer copies of all material environmental audits, assessments and reports in its possession relating to Sellers, any actual or potential Liabilities under Environmental Laws and the Leased Real Property; and

(e) This Section 3.14 contains the sole and exclusive representations and warranties of Sellers with respect to any environmental, health or safety matters, including any arising under any Environmental Law or with respect to any Hazardous Substance.

Section 3.15 Brokers’ Fees. Except for amounts due to Huron Transaction Advisory LLC (which amounts are to be paid by the Seller), no Seller has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.16 No Other Agreements to Purchase. Sellers have not entered into any agreement with any other Person (written or oral) which grants such third party the right or option purchase or acquire from Sellers any Purchased Asset, other than purchase orders for Purchased Inventory accepted by Sellers in the Ordinary Course of Business.

Section 3.17 Taxes.

(1) Each Seller has duly and timely filed all income and other material Tax Returns that it was required to file, and all such filed Tax Returns were true, correct and complete in all material respects. All material Taxes owed by the Sellers and all material Taxes owed with respect to the Purchased Assets (in each case, whether or not shown on any Tax Return) have been paid. In the last three (3) years, no claim has been made in writing by a Governmental Entity in a jurisdiction where the Sellers do not file Tax Returns that the Sellers or the Business is or may be subject to taxation by that jurisdiction.

(2) There is no audit, dispute, claim or controversy concerning any Tax Liability or Tax Return of Sellers or with respect to the Purchased Assets or the Business in progress or pending by any taxing authority. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency that could result in a Lien on the Purchased Assets or the imposition of any liability for Taxes on Buyer, its direct or indirect equityholders, or their Affiliates.

(a) There are no Liens on any Purchased Asset or the Business for Taxes (other than for current Taxes not yet due and payable).

(3) No Seller is party to any Tax sharing, Tax allocation or Tax indemnity agreement, except for (i) any such agreement solely between the Sellers or (ii) customary gross-up or indemnification provisions in commercial agreements entered into in the ordinary course of business, the primary subject matter of which is not related to Taxes, in each case that would be binding on the Buyer.

(4) No Seller has participated in any “reportable transaction” within the meaning of Treasury Regulation section 1.6011-4(b).

(5) Each Seller has collected or withheld all material Taxes required to have been collected or withheld (including from payments made to employees, independent contractors, creditors, stockholders and other Persons) and such collected and withheld Taxes have been or will be duly paid to the proper Governmental Entity, and each of the Seller has complied in all material respects with all Laws relating to withholding, including any reporting and record keeping requirements.

(6) Each Seller has collected all material amounts of sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Entity, or has been furnished properly completed exemption certificates and has, in all material respects, maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations.

(b) Powin is classified as a partnership for U.S. federal income Tax purposes, and each other Seller is classified as an entity disregarded from its owner for U.S. federal income Tax purposes, and Powin and each other Seller have been so classified since the date of their formations, respectively. No Seller has filed any election or taken any other action to be classified as an association taxable as a corporation for U.S. federal income Tax purposes.

(c) No Purchased Asset represents an interest in a partnership or other entity for any applicable Tax purpose.

(g) Sellers are not foreign persons within the meaning of section 1445 of the IRC.

Section 3.18 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE DISCLOSURE SCHEDULE), NEITHER A SELLER NOR ANY OTHER PERSON MAKES (AND BUYER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE PURCHASED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY PURCHASED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE DISCLOSURE SCHEDULE), EACH SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE PURCHASED ASSETS BY BUYER AFTER THE CLOSING). THE DISCLOSURE OF ANY MATTER OR ITEM IN THE DISCLOSURE SCHEDULE SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD RESULT IN A MATERIAL ADVERSE EFFECT.

BUYER HAS PERFORMED AN INDEPENDENT INVESTIGATION, ANALYSIS, AND EVALUATION OF THE PURCHASED ASSETS.

THE PROVISIONS OF THIS SECTION 3.18 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows as of the date hereof and as of the Closing Date:

Section 4.1 Organization of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

(a) Buyer has full limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which Buyer is a party have been duly authorized by Buyer, and no other limited liability company action on the part of Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or to consummate the Contemplated Transactions.

(c) This Agreement has been duly and validly executed and delivered by Buyer, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which Buyer is a party will have been duly and validly executed and delivered by Buyer. To the extent this Agreement constitutes a valid and legally-binding obligation of Sellers, this Agreement constitutes a valid and legally-binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. To the extent each Related Agreement constitutes a valid and legally-binding obligation of each Seller party thereto, each Related Agreement to which Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the assignments and assumptions referred to in Section 2.6) will (i) conflict with or result in a breach of the certificate of formation, operating agreement, or other organizational documents, of Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations or rights as

would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 Litigation. There are no Litigation pending or, to Buyer's knowledge, threatened against or affecting Buyer that will adversely affect Buyer's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

Section 4.5 Adequate Assurances Regarding Executory Contracts. Buyer will be capable of satisfying as of the Sale Hearing (i) its obligations under this Agreement and (ii) the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.6 Brokers' Fees. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

Section 4.7 No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision of this Agreement the contrary, Buyer acknowledges and agrees that the representations and warranties made by the Sellers to Buyer in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") are the sole and exclusive representations, warranties, and statements of any kind made by Sellers to Buyer in connection with the transactions contemplated by this Agreement. Buyer acknowledges and agrees that all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations), that certain datasite administered by SmartRoom (the "Dataroom"), any projections, meetings, calls or correspondence with management of Sellers and their Representatives, or any other Person on behalf of Sellers or any of their respective Affiliates or Representatives and (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, and prospects of Sellers, or the quality, quantity or condition of Sellers assets, are, in each case, specifically disclaimed by Sellers and that Buyer has not relied on any such representations, warranties or statements. Buyer will accept the Purchased Assets and assume the Assumed Liabilities at the Closing "AS IS," "WHERE IS" and "WITH ALL FAULTS."

ARTICLE V PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Notices and Consents.

(a) To the extent required by the Bankruptcy Code or the Bankruptcy Court, Sellers shall give any notices to third parties, and each Seller shall use its commercially reasonable efforts to obtain any third party Consents or sublicenses; provided, however, that neither Seller nor Buyer shall be required to incur any Liabilities or provide any financial accommodation, in order to obtain any such third party Consent with respect to the transfer or assignment of any Purchased Asset.

(b) Sellers and Buyer shall cooperate with one another (i) in promptly determining whether any filings are required to be or should be made or consents, approvals, Permits or authorizations are required to be or should be obtained under any applicable Law in connection with this Agreement and the Contemplated Transactions and (ii) in promptly making any such filings, furnishing information required in connection therewith and seeking to obtain timely any such consents, Permits, authorizations, approvals or waivers; provided, however, that Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed.

(c) To the extent permitted by applicable Law and the terms of the Purchased Assets, in the event any third party Consent has not been obtained by the Closing, at the Buyer's request, the Party contemplated to be transferring such Purchased Asset under this Agreement (the "Transferring Party") shall hold in trust for the Buyer, as applicable, the relevant Purchased Asset until the earlier of such time as (i) the third party Consent is obtained, (ii) the Chapter 11 Cases are closed or dismissed or (iii) Buyer elects not to assume such Purchased Asset.

(d) Subject to the terms and conditions set forth in this Agreement and applicable Law, Buyer and Sellers shall (i) promptly notify the other Party of any communication to that Party from any Governmental Entity in respect of any filing, investigation or inquiry concerning this Agreement or the Contemplated Transactions, (ii) if practicable, permit the other Party the opportunity to review in advance all the information relating to Sellers and their respective Subsidiaries or Buyer and its Affiliates, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Agreement and the transactions contemplated by this Agreement and consider in good faith the other Party's reasonable comments, (iii) not participate in any substantive meeting or discussion with any Governmental Entity in respect of any filing, investigation, or inquiry concerning this Agreement and the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, to the extent permitted by such Governmental Entity, gives the other Party the opportunity to attend, and (iv) furnish the other Party with copies of all correspondences, filings, and written communications between them and their Subsidiaries and Representatives, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement, provided, however, that any materials or information provided pursuant to any

provision of this Section 5.1(d) may be redacted before being provided to the other Party (A) to remove references concerning the valuation of Buyer, Sellers, or any of their Subsidiaries, (B) financing arrangements, (C) as necessary to comply with contractual arrangements, and (D) as necessary to address reasonable privilege or confidentiality issues. Sellers and Buyer may, as each deems advisable and necessary, reasonably designate any commercially or competitively sensitive material provided to the other under this Section 5.1(d) as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel and any retained consultants or experts of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Buyer, as the case may be). Each of Sellers and Buyer shall promptly notify the other Party if such Party becomes aware that any third party has any objection to the Agreement on antitrust or anti-competitive grounds.

Section 5.2 Bankruptcy Actions.

(a) The Sellers shall have filed the Sale Motion no later than July 1, 2025, which motion shall seek the Bankruptcy Court’s: (i) entry of the Sale Procedures Order by no later than July 16, 2025, (ii) entry of the Sale Order by no later than the Sale Order Deadline.

(b) Sellers will provide Buyer with a reasonable opportunity to review and comment upon all motions, applications, and supporting papers relating to the transactions contemplated by this Agreement prepared by Sellers or any Affiliates (including forms of orders and notices to interested parties) prior to the filing thereof in the Chapter 11 Cases. All motions, applications, and supporting papers prepared by Sellers and relating to the transactions contemplated by this Agreement to be filed on behalf of Sellers after the date hereof must be approved in form and substance by Buyer.

(c) Each of Buyer and Sellers shall continue to act in good faith and without any improper conduct, including collusion or fraud of any kind.

(d) Each of Buyer and Sellers will promptly take such actions as are reasonably requested by the other Party to assist in obtaining entry of the Sale Order and the Sale Procedures Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Sellers of their obligations under this Agreement and the Related Agreements and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

(e) Pursuant to the terms of the proposed Sale Procedures Order, Sellers will, among other things, solicit bids from other prospective purchasers for the sale of all or substantially all of the Purchased Assets on terms and conditions substantially the same in all respects to this Agreement (or more favorable terms to Sellers) and in accordance with the procedures set forth in the proposed Sale Procedures Order, and Sellers shall adhere to those procedures. The Sellers and Buyer agree, and the Sale Procedures Order shall reflect the fact that, the provisions of this Agreement are reasonable, were a material inducement

to the Buyer to enter into this Agreement and are designed to achieve the highest or best offer for the Purchased Assets.

(f) Sellers shall use commercially reasonable efforts to provide appropriate notice of the hearings on the Sale Motion to all Persons entitled to notice, including, but not limited to, all Persons that have asserted Liens in the Purchased Assets, all parties to the Assumed Contracts and all Taxing authorities in jurisdictions applicable to Sellers and as otherwise required by the Bankruptcy Code and bankruptcy rules.

(g) Sellers shall serve a cure notice by first class mail on all non-debtor counterparties to all Non-Real Property Contracts and Leases as required by the Sale Procedures Order and provide a copy of the same to Buyer.

Section 5.3 Conduct of Business. Until the earlier of the termination of this Agreement and the Closing, subject to the terms and conditions of the DIP Order and the DIP Budget, and except as expressly contemplated by this Agreement or as set forth on Schedule 5.3, or required under the Bankruptcy Code or other applicable Law and except with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed), subject to the Chapter 11 Cases (including authorization provided by the Bankruptcy Court in such Chapter 11 Cases):

(a) Sellers shall comply with the DIP Order in all material respects;

(b) Sellers shall use commercially reasonable efforts to conduct the Business in the Ordinary Course of Business, and operate and maintain, preserve and protect all of the Purchased Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the Ordinary Course of Business;

(c) Sellers shall use commercially reasonable efforts not to take, or agree to or commit to assist any other Person in taking, any action (i) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (ii) that would reasonably be expected to impair the ability of Sellers or Buyer to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(d) Except as permitted by this Agreement, no Seller shall, directly or indirectly, sell or otherwise transfer or dispose, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer or dispose of any of the Purchased Assets, other than up to \$500,000 in the aggregate in the Ordinary Course of Business;

(e) No Seller shall, directly or indirectly, permit, offer, agree or commit to permit, any of the Purchased Assets to become subject, directly or indirectly, to any Lien or Claim except for Permitted Liens;

(f) No Seller shall assume, reject or assign any (i) Contract that may become an Assumed Contract other than (A) through the assumption and assignment of the Assumed Contracts, as contemplated by this Agreement, to Buyer, and (B) through the rejection, if approved by the Bankruptcy Court, of the Contracts that are the subject of the

Omnibus Motion for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief filed at Docket Number 88, or (ii) Lease;

(g) No Seller shall enter into new Contracts or amend or modify Contracts, and no Seller shall amend, modify, extend, renew or terminate any Lease, nor enter into any new Lease;

(h) No Seller shall remove or permit to be removed from any building, facility, or real property any Purchased Asset or any Purchased Inventory (other than the sale of Purchased Inventory in the Ordinary Course of Business);

(i) No Seller shall return Purchased Inventory with an aggregate value of more than \$5,000 to any single vendor unless defective;

(j) No Seller shall enter into any commitment with respect to remodeling, except as required by the terms of any Lease for Leased Real Property;

(k) Sellers shall make all post-petition payments related to Assumed Contracts that become or became due or payable pursuant to the terms thereof to the extent provided in the DIP Budget;

(l) Sellers shall comply in all material respects with all material Laws applicable to them or having jurisdiction over the Business or any Purchased Asset;

(m) No Seller shall, directly or indirectly, cancel, forgive or compromise any material debt or claim or waive or release any material right of any Seller, in each case that constitutes a Purchased Asset;

(n) Sellers shall maintain in full force and effect each Assumed Permit held by any Seller as of the date hereof or otherwise obtained by any Seller prior to the Closing, and shall comply in all material respects with the terms of each such Permit and no Seller shall permit any such Permit to terminate, expire or lapse other than in the Ordinary Course of Business;

(o) Sellers shall, in all material respects (i) conduct the Business in the Ordinary Course of Business, (ii) use commercially reasonable efforts to preserve the existing business organization and keep management of the Business intact, (iii) use commercially reasonable efforts to keep available the services of the Current Employees, to the extent reasonably feasible, and (iv) use commercially reasonable efforts to maintain the existing relations with customers, carriers, suppliers, creditors, business partners, Current Employees and others having business dealings with the Business, to the extent reasonably feasible;

(p) No Seller shall (i) dispose, sell, assign, transfer, license, agree not to assert, abandon or permit to lapse any material Intellectual Property owned by Sellers, (ii) disclose any trade secrets or other confidential information to any third party; and

(q) No Seller shall (i) make, change or revoke any Tax election, (ii) change an annual accounting period, (iii) adopt or change any accounting method with respect to Taxes, (iv) file any amended Tax Return, (v) enter into any closing agreement, (vi) settle or compromise any Tax claim or assessment, or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes, in each case (i) through (vii), to the extent such action could be reasonably expected to increase the amount of Taxes attributable to the Purchased Assets or the Business in a Post-Closing Tax Period; furthermore, no Seller shall file any Tax election or take any other action which, in each case, could cause such Seller to change in entity Tax classification.

Nothing contained in this Agreement is intended to give Buyer or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

Section 5.4 Notice of Developments. From the date hereof until the Closing Date, each of the Sellers (with respect to itself), as the case may be, shall promptly disclose to Buyer, on the one hand, and Buyer shall promptly disclose to Sellers, on the other hand, in writing (in the form of an updated Disclosure Schedule, if applicable) after attaining knowledge (as applicable to each of Sellers and Buyer) of any real or alleged failure of any of Sellers or Buyer to comply with or satisfy any of their respective covenants, conditions or agreements to be complied with or satisfied by it under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.4 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement if such Party objects to the disclosures contained in such notice within five (5) days of receipt of such notice.

Section 5.5 Access. Upon reasonable advance written request by Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access to, and make reasonable investigation of, during normal business hours, subject to the terms of Leases and in a manner so as not to interfere unreasonably with the normal business operations of Sellers, to all of the books and records, premises, properties, personnel, Records, Contracts, customers, businesses, assets, accountants, auditors, counsel and operations of the Sellers related to the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Sellers shall cause their respective officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Buyer and Buyer's Representatives in connection with such investigation and examination, and Buyer and its Representatives shall cooperate with Sellers and their respective Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Without limiting the foregoing, Powin's management team shall be available for meetings with Buyer within two (2) Business Days of any request for such a meeting by Buyer.

Section 5.6 Press Releases and Public Announcements. After notice to and consultation with Buyer, Sellers shall be entitled to disclose, only to the extent required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, the Committee, parties in interest in the Chapter 11 Cases. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), no Party shall issue (prior to, on or after the Closing) any press release or make any public statement or public communication without the prior

written consent of the other Parties, which shall not be unreasonably withheld or delayed; provided, however, Sellers, without the prior consent of Buyer, may (i) make any such public announcement in connection with the Auction after having provided Buyer at least one (1) Business Day to review and comment on such release or announcement (which comments shall be reasonably considered by the Seller) and (ii) communicate with its and its Affiliates' investors and potential investors relating to the transactions contemplated by this Agreement.

Section 5.7 Bulk Transfer Laws. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement, and hereby waives all claims related to the non-compliance therewith. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens on the Purchased Assets (other than Permitted Liens), including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Release of Claims. Notwithstanding anything contained herein to the contrary (including any restriction contained in Section 5.3) prior to the Closing, the Sellers shall deliver to Buyer and the DIP Secured Parties, a full, irrevocable and unconditional release of any and all claims, actions, refunds, causes of action, choses in action, actions, suits or proceedings, rights of recovery, rights of setoff, rights of recoupment, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against Buyer, the DIP Secured Parties and their respective current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, Subsidiaries, successors, assigns, and Affiliates, each of the foregoing in their capacity as such (individually and collectively, the "Buyer Released Parties"), from all actions, causes of action, damages, claims, and demands whatsoever, in law or in equity, known or unknown, contingent or liquidated, whether direct claims or for indemnification or contribution, that the Sellers ever had, now has, or may have against the Buyer Released Parties in connection with any event, conduct or circumstance occurring prior to the Closing.

ARTICLE VI OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities from Sellers to Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

Section 6.2 Further Assurances. In case at any time from and after the Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of

sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Purchased Assets, to confirm Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either Buyer or Sellers discovers any additional assets or properties which the Parties mutually agree should have been transferred or assigned to Buyer as Purchased Assets but were not so transferred or assigned, Buyer and Sellers shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer.

Section 6.3 Availability of Business Records. From and after the Closing, Buyer shall promptly provide to Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Sellers) access to all Records included in the Purchased Assets for periods prior to the Closing to the extent such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for liquidation, winding up, Tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) six (6) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain originals or copies of all of Records included in the Purchased Assets for periods prior to the Closing. Prior to destroying any Records included in the Purchased Assets for periods prior to the Closing, Buyer shall notify Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and Buyer shall permit Sellers to retain such Records, at Sellers' cost and expense. With respect to any Litigation and claims that are Excluded Liabilities, Buyer shall render all reasonable assistance that Sellers may request in defending or prosecuting such Litigation or claim and shall make available to Sellers such personnel as are most knowledgeable about the matter in question, all without charge.

Section 6.4 Employee Matters.

(a) Within twenty (20) Business Days prior to Closing, Sellers will update the Employee Roster. Prior to Closing, Buyer may offer employment to certain of the Current Employees to support the continuation of the Business, at its sole discretion (each, an "Offeree"), on such employment terms as Buyer may determine in its sole discretion.

(b) Following the date of this Agreement:

i. Sellers will allow Buyer or any of its Representatives reasonable access upon reasonable advance notice to meet with and interview the individuals listed on the Employee Roster during normal business hours;

ii. Sellers shall not, nor shall any Seller authorize or direct or give express permission to any Affiliate, officer, director or employee of any Seller or any Affiliate, to (A) interfere with Buyer's or its Representatives' rights under

Section 6.4(a) to make offers of employment to any Offeree, or (B) solicit or encourage any Offeree not to accept, or to reject, any such offer of employment;

iii. Sellers shall provide reasonable cooperation and information to Buyer or the relevant Representative as reasonably requested by Buyer or such Representative with respect to its determination of terms and conditions of employment for any Offeree; and

iv. Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers. Sellers shall withhold and remit all applicable payroll Taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date.

(c) Nothing in this Section 6.4 shall be construed as requiring, and neither Sellers nor any of their Affiliates shall take any affirmative action that would have the effect of requiring Buyer to continue any specific employee benefit plan or to continue the employment of any specific person. Nothing in this Agreement is intended to establish, create or amend, nor shall anything in this Agreement be construed as establishing, creating or amending, any employee benefit plan, practice or program of Buyer, any of its Affiliates or any of Sellers' employee benefit plans, nor shall anything in this Agreement create or be construed as creating any contract of employment or as conferring upon any Current Employee, Offeree or upon any other person, other than the Parties to this Agreement in accordance with its terms, any rights to enforce any provisions of this Agreement under ERISA or otherwise.

Section 6.5 Transfer Taxes. To the extent not exempt under section 1146 of the Bankruptcy Code, Buyer shall pay all Transfer Taxes. Sellers and Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Property Taxes. Sellers shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Pre-Closing Tax Period, in accordance with applicable Law. All Property Taxes levied with respect to the Purchased Assets for the Straddle Period shall be apportioned between Buyer and Sellers based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period. Sellers shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for such Property Taxes, Buyer or Sellers, as applicable, shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 6.6 together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) days after delivery of such statement. In the event that Buyer or Sellers makes any payment for which it is entitled to reimbursement under this Section 6.6, the applicable party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of a statement setting forth the amount of reimbursement

to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement.

Section 6.7 Insurance Policies. Other than as provided in Section 2.2(l) above, upon Closing, the Sellers shall cause the assignment of all rights of the Sellers in and to all insurance coverage provided in relation to Sellers and the Purchased Assets that is maintained by any Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) to the Buyer as soon as reasonably practicable (and in no event within forty-five (45) days following the Closing).

Section 6.8 Collection of Accounts Receivable.

(a) As of the Closing Date, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller relating to the Business or the Purchased Assets and delivered to the offices of the Business or otherwise to Buyer if received on or after the Closing Date and (ii) appoints Buyer or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to accounts receivable relating to work performed by Buyer after the Closing made payable or endorsed to any Seller or Sellers' order, for Buyer's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to accounts receivable relating to work performed by Buyer after the Closing shall be held in trust by such Seller for Buyer's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Buyer or its designee the amount of such payments. In addition, Buyer agrees that, after the Closing, it shall hold and shall promptly transfer and deliver to Sellers, from time to time as and when received by Buyer or its Affiliates, any cash, checks with appropriate endorsements, or other property that Buyer or its Affiliates may receive on or after the Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Buyer shall have the sole authority to bill and collect accounts receivable relating to work performed by Buyer after the Closing.

Section 6.9 Fiduciary Obligations. Without limiting the rights of Buyer under this Agreement and rights to receive the Breakup Fee and Expense Reimbursement pursuant to Section 8.3, nothing in this Agreement will require Sellers or any of their respective managers to take any action, or to refrain from taking any action, to the extent any such manager determines, in good faith, upon the advice of counsel, that taking or failing to take such action is required in order for such manager to comply with its fiduciary obligations under applicable Law. Without limiting the rights of Buyer in this Agreement and rights to receive the Breakup Fee and Expense Reimbursement pursuant to Section 8.3, for the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy, including an Alternate Transaction, that, in the good faith and business judgment of the managers of any Seller, upon the advice of counsel, is required in order for such manager to comply with its fiduciary duties under applicable Law to maximize the value of their businesses and estates; provided that Sellers must use their reasonable

best efforts to respond promptly to information requests from Buyer relating to any Alternate Transaction.

Section 6.10 Covenant Not to Sue. Buyer hereby covenants and agrees that it is not acquiring rights to, and shall not have the right to bring suit or otherwise assert, or assign, any claims before any court, arbitrator, mediator or administrative agency anywhere in the world against Sellers' current or former officers, directors, managers or independent managers; provided, that Buyer retains all rights to enforce this Agreement. Buyer further covenants and agrees that it shall not assign the customer claims included in the IP and Customer Claims. With respect to officers, managers or directors who are hired by Buyer, such individuals shall be released by Sellers at Closing for pre-Closing actions.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.1 Conditions to Buyer's Obligations.

Subject to Section 7.3, Buyer's obligation to consummate the Contemplated Transactions in connection with the Closing is subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Sellers and the Buyer in whole or in part to the extent permitted by applicable Law):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 3.1, Section 3.2 or Section 3.3 shall be true and correct in all respects other than *de minimis* exceptions, and (ii) each other representation or warranty set forth in Article III shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and Sellers shall have caused the documents and instruments required by Section 2.9(a) to be delivered to Buyer (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the amount of Cure Amounts paid with respect to the Assumed Contracts set forth on Schedule 2.3(a) as of the date of this Agreement does not, in the aggregate, exceed the Cure Amount Caps;

(e) Buyer shall have received all of the Consents from third parties (including any Governmental Entities) and Permits listed on Schedule 7.1 (as the same may be revised, amended or modified by the Buyer in its sole discretion up until the Auction);

(f) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless such Final Order requirement is waived by the Buyer);

(g) no Event of Default (as defined in the DIP Order) shall have occurred and be continuing under the DIP Order;

(h) The DIP Order shall have been approved and shall not have been terminated; and

(i) Sellers shall have delivered a certificate from an authorized officer of Sellers to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) has been satisfied.

Section 7.2 Conditions to Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the Contemplated Transactions in connection with the Closing are subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Sellers and the Buyer in whole or in part to the extent permitted by applicable Law):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects other than *de minimis* exceptions, and (ii) each other representation or warranty set forth in Article IV shall be true and correct in all material respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the Contemplated Transactions or by any Related Agreement; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and Buyer shall have caused the documents, instruments and payments required by Section 2.9(b) to be delivered to Sellers (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless such Final Order requirement is waived by the Buyer); and

(e) Buyer shall have delivered a certificate from an authorized officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer nor Sellers may rely on the failure of any condition to its obligation to consummate the Contemplated Transactions set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use its commercially reasonable efforts with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the Contemplated Transactions or other breach of a representation, warranty or covenant hereunder.

Section 7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing.

ARTICLE VIII TERMINATION

Section 8.1 Termination of Agreement. This Agreement may be terminated in accordance with this Article VIII and the Contemplated Transactions abandoned at any time prior to the Closing (each a "Termination Event"):

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by written notice of either Buyer or Sellers, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or upon the issuance by any Governmental Entity of an Decree restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Decree having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Decree was caused by the breach or action or inaction of such Party;

(c) by written notice of either Buyer or Sellers, if the Closing shall not have occurred on or before the Outside Date;

(d) by written notice of either Buyer or Sellers, if any of the Chapter 11 Cases is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Sellers is appointed in the Chapter 11 Cases;

(e) by Buyer, if (i) the Sale Procedures Order shall not have been entered by the Bankruptcy Court on or before July 16, 2025, (ii) the Auction has not concluded by midnight August 1, 2025, (iii) the Sale Order shall not have been entered by the Bankruptcy Court on or before August 7, 2025, (iv) at any time after entry of the Sale Procedures Order,

such Sale Procedures Order (including, without limitation, the provisions therein relating to the bid protections) is reversed, stayed, vacated or otherwise modified by the Bankruptcy Court, or (v) at any time after entry of the Sale Order, such Sale Order is reversed, stayed, vacated or otherwise modified;

(f) by Buyer by giving written notice to Sellers at any time prior to Closing in the event Sellers have breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.1(a) and 7.1(b) hereof, as the case may be, would not then be satisfied at the time of such breach, Buyer has notified Sellers of the breach, and the breach has continued without cure for the earlier of (i) ten (10) days following the proposed Closing Date so long as all other conditions of Buyer have been satisfied or (ii) for a period of thirty (30) days after the notice of the breach, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to the Closing, and such condition is not waived by Buyer;

(g) by Sellers by giving written notice to Buyer at any time prior to Closing in the event Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.2(a) and 7.2(b) hereof, as the case may be, would not then be satisfied at the time of such breach, Sellers have notified Buyer of the breach, and the breach has continued without cure for the earlier of (i) ten (10) days following the proposed Closing Date so long as all other conditions of Buyer have been satisfied or (ii) for a period of thirty (30) days after the notice of the breach, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants hereof to be performed or complied with by them prior to the Closing, and such condition is not waived by Sellers;

(h) by written notice from Sellers to Buyer, if all of the conditions set forth in Section 7.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Buyer fails to complete the Closing at the time required by Section 2.8;

(i) by Buyer if (i) any Seller withdraws the Sale Motion, (ii) any Seller moves to voluntarily dismiss the Chapter 11 Cases, (iii) any Seller moves for conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iv) any Seller moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Chapter 11 Cases, (v) Buyer is not selected as the Successful Bidder or Back-Up Bidder at the conclusion of the Auction, (vi) Buyer has been selected as Back-Up Bidder and the Back-Up Termination Date has occurred, or (vii) there is in effect a Final Order of a Governmental Authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the transactions;

(j) by written notice from Buyer to the Sellers upon the occurrence of any Default or Event of Default (as defined in the DIP Order or any DIP Loan Documents);

(k) by Buyer if any secured creditor of any Seller obtains relief from the stay to foreclose on a material portion of the Purchased Assets;

(l) by Buyer if any Affiliates of the Sellers that, directly or indirectly through one or more intermediaries, controls Sellers, files for relief pursuant to the Bankruptcy Code;

(m) by Buyer if Sellers enter into a definitive agreement with respect to an Alternate Transaction; or

(n) automatically and without any action or notice by Sellers to Buyer, or Buyer to Sellers, immediately upon:

i. approval by the Bankruptcy Court of Alternate Transaction, unless Buyer is a Back-Up Bidder under the Sale Procedures Order with respect to such Alternate Transaction; or

ii. the consummation of an Alternate Transaction.

Notwithstanding anything to the contrary contained herein, (i) in no event may Buyer terminate this Agreement under Section 8.1(f) on account of Buyer's failure to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any proposed Assumed Contract, and (ii) a Party shall not be permitted to terminate this Agreement pursuant to this Article VIII if the applicable Termination Event was caused by the breach of such Party or such Party's gross negligence, willful misconduct, or bad faith.

Section 8.2 Procedure upon Termination. In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned, without further action by Buyer or Sellers.

Section 8.3 Breakup Fee and Expense Reimbursement.

(a) In consideration of Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets, and to compensate Buyer as a stalking horse bidder, (i) if this Agreement is terminated by Buyer pursuant to Section 8.1(f), 8.1(i) or 8.1(m), (ii) if this Agreement is terminated by Buyer or Sellers pursuant to Section 8.1(c) at a time when Buyer would have been permitted to terminate pursuant to Section 8.1(f), 8.1(i) or 8.1(m); (iii) if this Agreement is terminated pursuant to Section 8.1(n); (iv) upon consummation of an Alternate Transaction, or (v) if, at any time, the Bankruptcy Court issues an order approving the termination of this Agreement by Sellers in order to allow the respective boards of directors of Sellers to fulfill their respective fiduciary duties under applicable Law, then, in each case of the foregoing clauses (i) – (v), Sellers shall immediately pay to Buyer the Breakup Fee and the Expense Reimbursement.

(b) Sellers' obligation to pay the Breakup Fee and Expense Reimbursement pursuant to this Section 8.3 shall survive termination of this Agreement and shall constitute superpriority administrative expense Claims against each of the Sellers under section 503(b) of the Bankruptcy Code.

(c) The Sellers acknowledge and agree that (i) the payment of the Breakup Fee and Expense Reimbursement is an integral part of the transactions contemplated by this Agreement, (ii) in the absence of the Sellers' obligations to make this payment, the Buyer would not have entered into this Agreement, (iii) time is of the essence with respect to the payment of the Breakup Fee and Expense Reimbursement and (iv) the Breakup Fee and Expense Reimbursement shall constitute part of the DIP Indebtedness and shall be secured by the DIP Lien (as defined in the DIP Order) on the Collateral (as defined in the DIP Order) and be entitled to the other DIP Protections (as defined in the DIP Order). If the Sellers fail to take any action necessary to cause the delivery of the Breakup Fee and Expense Reimbursement under circumstances where the Buyer is entitled to the Breakup Fee and Expense Reimbursement and, in order to obtain such Breakup Fee or Expense Reimbursement the Buyer commences a suit which results in a judgment in favor of the Buyer, the Sellers shall pay to the Buyer, in addition to the Breakup Fee and Expense Reimbursement, an amount in cash equal to the costs and expenses (including reasonable attorney's fees) incurred by the Buyer in connection with such suit.

(d) The Parties further acknowledge that the damages resulting from termination of this Agreement under circumstances where Buyer is entitled to the Breakup Fee are uncertain and incapable of accurate calculation and that the delivery of the Breakup Fee to the Buyer is not a penalty but rather shall constitute liquidated damages in a reasonable amount that will compensate the Buyer in the circumstances where the Buyer is entitled to the Breakup Fee for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Contemplated Transactions, and that, without these agreements, the Buyer would not enter into this Agreement.

Section 8.4 Effect of Termination. In the event that this Agreement is validly terminated pursuant to a right of termination as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to Buyer or the Sellers; provided, however, that Section 8.1, Section 8.2, Section 8.3 this Section 8.4, Article IX and the Sale Procedures Order (if entered), and in each case the rights and obligations of each of the Parties thereunder, shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any Party hereto of any Liability for any breach of this Agreement by such Party.

ARTICLE IX MISCELLANEOUS

Section 9.1 Remedies. The Parties recognize that if a Party breaches or refuses to perform any of their covenants set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. The non-breaching Party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by the non-breaching Party to enforce such covenants, the breaching Party shall waive the defense that there is an adequate remedy at Law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance

of, or to enjoin the violation of, such covenants. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

Section 9.2 Expenses. Except as otherwise provided in this Agreement, the DIP Order, the DIP Loan Agreements or a Related Agreement, the Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of this Agreement, the Related Agreements and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

Section 9.3 Entire Agreement. This Agreement (including the schedules and exhibits hereto and other documents specifically referred to herein) and the Related Agreements constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof.

Section 9.4 Incorporation of Schedules, Exhibits and Disclosure Schedule. The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of all Parties; provided, however, that Buyer shall be permitted to assign any of its rights hereunder to one or more of its Affiliates, as designated by Buyer in writing to Sellers; provided, however, Buyer shall remain liable for all of its obligations under this Agreement after any such assignment; provided, further, that Sellers shall be permitted to assign any of their rights hereunder pursuant to a confirmed chapter 11 plan or pursuant to an order of the Bankruptcy Court.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Sellers, then to:

Brian Kane
Chief Executive Officer
20550 SW 115th Ave.
Tualatin, OR 97062
Email: brian.kane@powin.com

with a copy to:

Van C. Durrer, II
Tania M. Moyron
Dentons US LLP
601 S. Figueroa Street
Suite 2500
Los Angeles, CA 90017-5704
Email: van.durrer@dentons.com
tania.moyron@dentons.com

If to Buyer, then to:

FlexGen Power Systems, LLC
280 S. Mangum Street, Suite 150
Durham, NC 27701
Attention: Kelcy Pegler, Chief Executive Officer
Aruna Chandra, EVP and General Counsel
Email: kpegler@flexgen.com
achandra@flexgen.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Joe Alexander; Jen Smith
Email: joe.alexander@lw.com
jen.smith@lw.com

Any Party may change the mailing address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, Delaware, and the federal courts of the United States of America sitting in New Castle County, Delaware, shall have exclusive jurisdiction over such Litigation.

Section 9.9 Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

Section 9.10 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS OR THEREBY.

Section 9.11 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any Party. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties shall negotiate in good faith to find a suitable and equitable provision that shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.12 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.13 No Survival of Representations, Warranties and Agreements. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for six (6) years following the Closing Date, and nothing in this Section 9.13 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Buyer and Sellers acknowledge and agree, on their own behalf and, with respect to Buyer that the agreements contained in this Section 9.13 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for six (6) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 9.13, none of the Parties would enter into this Agreement.

Section 9.14 Non-Recourse. This Agreement may only be enforced against, and any Litigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or representative of any Party to this Agreement will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the Parties to this Agreement or for any Litigation based upon, arising out of or related to this Agreement.

Section 9.15 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word “including” and “include” and other words of similar import shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereto” and “hereby,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Unless expressly stated in connection therewith or the context otherwise requires, the phrase “relating to the Business” and other words of similar import shall be deemed to mean “relating to the operation of the Business as conducted as of the date hereof.” Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Exhibits, Appendices and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Appendices, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to “dollars” or “\$” means United States dollars.

Section 9.16 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

Section 9.17 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.18 Disclosure Schedule. The Disclosure Schedule has been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, each section of the Disclosure Schedule will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Disclosure Schedule will be deemed a disclosure against any representation or warranty set forth in this Agreement if the purpose for disclosure in such other section of the Schedules or again any other representation or warranty is reasonably apparent on its face. Capitalized terms used in the Disclosure Schedule and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedule or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business or consistent with past practice, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedule or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedule or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Disclosure Schedule will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Disclosure Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan or arrangement which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Disclosure Schedule and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

Section 9.19 No Waiver or Release. Notwithstanding anything herein to the contrary, all terms, conditions, covenants, representations and warranties contained in the DIP Order and the DIP Loan Documents, and all rights, powers and remedies of the DIP Secured Parties and all of the obligations of the Sellers thereunder are reserved and are not amended, modified, limited or otherwise affected by the terms and conditions of this Agreement.

Section 9.20 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.21 Counterparts; Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.22 Time of Essence. Time is of the essence of this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE TO
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLERS:

**POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE,
LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING
HOLDINGS, LLC
POWIN PROJECT LLC**

By _____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By _____
Name:
Title:

EXHIBIT A

Form of Bill of Sale

BILL OF SALE

This Bill of Sale, dated as of [____], 2025 (this “Bill of Sale”), is made and entered into by and among Powin, LLC, a Delaware limited liability company (“Powin”), and Powin’s direct and indirect subsidiaries that are signatories below (together with Powin, “Sellers” or the “Debtors”), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of July 6, 2025 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens); and

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens).

2. From time to time after the Closing Date, each Seller shall, upon the reasonable request of Buyer, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as Buyer may reasonably request in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Bill of Sale.

3. This Bill of Sale is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Bill of Sale shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Bill of Sale or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

**POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE,
LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING
HOLDINGS, LLC
POWIN PROJECT LLC**

By _____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By _____
Name:
Title:

EXHIBIT B

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of [____], 2025 (this “Agreement”), is made and entered into by and among Powin, LLC, a Delaware limited liability company (“Powin”), and Powin’s direct and indirect subsidiaries that are signatories below (together with Powin, “Sellers” or the “Debtors”), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of July 6, 2025 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens); and

WHEREAS, pursuant to Section 2.3 of the Asset Purchase Agreement, Buyer has agreed to assume, effective as of the Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities to Buyer and Buyer hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities as set forth in the Asset Purchase Agreement. Buyer assumes none of the Excluded Liabilities and the parties agree that all such Excluded Liabilities remain the responsibility of Sellers.

2. From time to time after the Closing Date, each Seller shall, upon the reasonable request of Buyer, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as Buyer may reasonably request in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Agreement.

3. This Agreement is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

**POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE,
LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING
HOLDINGS, LLC
POWIN PROJECT LLC**

By _____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By _____
Name:
Title:

**POWIN STALKING HORSE APA
SCHEDULES**

[See attached]

Schedule 1

EXCLUDED CLAIMS

1. Powin LLC's claims against Customs and Border Protection (the "CBP") regarding CBP's HTS Code classification and country-of-origin ruling.
2. The Sellers' claims against current defendants (as of the date of this Agreement) relating to *Powin Energy Corporation v. United States* (Case No. 23-00092), pending in the Court of International Trade.
3. The Sellers' claims against current defendants (as of the date of this Agreement) relating to *Powin LLC v. United States* (Case No. 23-00092), pending in the Court of International Trade.

Schedule 1.1(a)

INDIVIDUALS CONSTITUTING SELLER'S KNOWLEDGE

Brian Kane

Adam Cordovva

Chad Paulson

Kirk Fleischhauer

Mahesh Sathe

Vytha Vadlamani

Kevin Paprzycki

Arielle Pacheco

Janice Mahn

Chris Baker

Mike Engle

Beth Hale

Freddy Banks

Lisa Veber

Gerard Uzzi

Schedule 1.1(b)

SPECIFIED CUSTOMER CLAIM

Causes of action and claims arising under chapter 5 of the Bankruptcy Code against DTE Electric Company (“DTE”) related to DTE’s project in Trenton, Michigan.

Schedule 2.1(a)

PURCHASED INVENTORY

<u>Included Warehouses & 3PLs</u>	<u>Classification</u>	<u>Cure Cost (\$'000s)</u>	<u>Lien(s)</u>
Hub @ 202 Ownco (Mesa), Incl Fixed Assets	Powin Warehouse	\$ 62	Keyframe and FlexGen loans
Lu Pacific Properties, LLC (Tualatin), Incl Fixed Assets	Powin Warehouse	\$ 47	Keyframe and FlexGen loans
RH	3PL	\$ 2,998	Keyframe and FlexGen loans
8 Loop	3PL	\$ 385	Keyframe and FlexGen loans
Trivergix	3PL	\$ 216	Keyframe and FlexGen loans
OneSource	3PL	\$ 80	Keyframe and FlexGen loans
Welldex	3PL	\$ 469	Keyframe and FlexGen loans
SourceOne	3PL	\$ 46	Keyframe and FlexGen loans
ATS	3PL	\$ 3	Keyframe and FlexGen loans
American Lamprecht	3PL	Nominal if any	Keyframe and FlexGen loans
Prolift	3PL	\$ 26	Keyframe and FlexGen loans
Expeditors	3PL	\$ 2	Keyframe and FlexGen loans

To the extent that there is more than one of any of the items specified below at the relevant location, all such items are included as Purchased Inventory.

Tualatin, OR WHSE Inventory

<u>Item</u>	<u>Category</u>
E-B-00708	Breakers
E-B-00753	Cables
E-B-00752	Cables
E-B-00751	Cables
E-B-00754	Cables
M00101-00002-004	Electronics
M00101-00002-005	Electronics
M00102-00002-001	Electronics
M00101-00002-012	EMS Component
E-B-00715	EMS Component
E-B-00716	EMS Component
M00104-02000-007	EMS Component

ML510G-50	EMS Component
M00103-00007-000	EMS Component
E-B-00720	EMS Component
M-B-00219	EMS Component
E-B-00741	EMS Component
E21703-00015-002	EMS Component
E-B-00744	EMS Component
E-B-00739	EMS Component
E-B-00706	EMS Component
E-B-00742	EMS Component
M30112-04008-014	EMS Component
E-B-00745	EMS Component
E-B-00740	EMS Component
E-B-00714	EMS Component
ST201M-C16	EMS Component
M00101-00002-013	EMS Component
E-B-00724	EMS Component
E-B-00712	EMS Component
E-B-00711	EMS Component
M70107-00011-046	EMS Component
E-B-00743	EMS Component
E-B-00746	EMS Component
E-B-00710	EMS Component
E-B-00709	EMS Component
E21703-00012-001	Enclosure Integration
E-B-00412	Misc Items
E-B-00422	Misc Items
E-B-00415	Misc Items
E-B-00418	Misc Items
E-B-00421	Misc Items
M-B-00220	Misc Items
M-B-00221	Misc Items
E-B-00717	Misc Items
E-B-00755	Misc Items

E-B-00756	Misc Items
E-B-00722	PCS Add On
E-B-00721	PCS Add On
E-B-00269	PCS Add On
M00101-00002-017	Switch
M00103-00005-000	UPS
M00103-00008-000	UPS
M00103-00006-000	UPS

Mesa, AZ WHSE Inventory

<u>Item</u>	<u>Category</u>
A10800-10005-000	AC Panel
A10800-11005-000	AC Panel
A10800-06005-000	AC Panel
A10800-04005-000	AC Panel
LAP36250MB	AC Panel Spare
QOB3125VH	AC Panel Spare
M00111-00004-005	AC Panel Spare
M00111-00003-006	AC Panel Spare
M00111-00004-004	AC Panel Spare
QOB230VH	AC Panel Spare
QO140VH	AC Panel Spare
QOB3150VH	AC Panel Spare
M00111-00004-007	AC Panel Spare
LAP36200MB	AC Panel Spare
QO230VH	AC Panel Spare
MHKE20	AC Panel Spare
LAP36300MB	AC Panel Spare
P10800-01083-006	AC Panel Spare
QOB390VH	AC Panel Spare
M00111-00004-006	AC Panel Spare
QO130VH	AC Panel Spare
QO115VH	AC Panel Spare
M00111-00001-002	AC Panel Spare

M00111-00002-002	AC Panel Spare
QO120VH	AC Panel Spare
MH44KE	AC Panel Spare
QOC342MQS	AC Panel Spare
M30102-65401-006	Battery Packs
P10900-07000-420	Battery Packs
M30102-20420-017	Breakers
M30102-20420-015	Breakers
M30102-20420-020	Breakers
M30102-20420-009	Breakers
M30102-20420-002	Breakers
M70112-00000-303	Breakers
M30102-20420-010	Breakers
M30102-20420-021	Breakers
M70112-00000-306	Breakers
M30102-20420-016	Breakers
M30102-20420-018	Breakers
M70112-00000-304	Breakers
M30102-20420-032	Breakers
M30102-20420-109	Breakers
M30102-20420-033	Breakers
M30102-20420-030	Breakers
M30102-20420-013	Breakers
M30102-20420-019	Breakers
M30102-20420-031	Breakers
M30102-20420-022	Breakers
M70112-00000-305	Breakers
M30102-20420-012	Breakers
M30102-20420-113	Breakers
M30103-00017-005	Breakers
M30102-20420-058	Breakers
A-M-00541	Busbars
M-M-00750	Busbars
M30104-12007-028_DO NOT USE, NOT A FG	Busbars

M30104-12007-027_DO NOT USE, NOT A FG	Busbars
P10900-07000-336	Busbars
P10900-07000-337	Busbars
P10900-02000-102 V2.0	Busbars
P10900-07000-217	Busbars
P10900-07000-106	Busbars
P10900-07000-223	Busbars
P10900-03001-118	Busbars
P10900-07000-214	Busbars
P10900-04000-209	Busbars
E21706-00031-003-52	Busbars
P10900-07009-138	Busbars
P10900-03001-201 V2.0	Busbars
A11501-01001-602 V2.1	Busbars
P10900-07011-015	Busbars
P10900-07011-017	Busbars
P10900-07000-405	Busbars
M30104-12007-027	Busbars
M30104-12007-028	Busbars
P10900-07000-416	Busbars
M20103-02005-008	Cables
M70112-00000-259	Cables
M30104-12007-029_DO NOT USE, NOT A FG	Cables
E31703-00003-009	Cables
E-B-00051	Cables
E21703-00017-303	Cables
E-B-00050	Cables
E-B-00799	Cables
M30104-12007-029	Cables
E-B-00800	Cables
E-M-00155	Cables
E-B-00052	Cables
E-M-00156	Cables
E21703-00124-000	Cables

A11501-01005-013	Cables
E21703-00138-000	Cables
A10400-00007-005	Cables
OMNICABLE - A51003-BWG (same as M20103-01020-007)	Cables
A10400-00007-004	Cables
E-B-00049	Cables
A10400-00006-003	Cables
A10400-00007-003	Cables
E21703-00140-000	Cables
A10400-00007-001	Cables
A10400-00007-002	Cables
A10400-00006-002	Cables
E-B-00802	Cables
E21703-00123-000	Cables
A10400-00007-008	Cables
A10400-00006-005	Cables
E21703-00139-000	Cables
E21704-00012-015	Cables
E21703-00130-620	Cables
E21703-00030-169	Cables
A10400-00006-001	Cables
A10400-00007-012	Cables
A10400-00007-011	Cables
A10400-00007-010	Cables
E21703-00125-000	Cables
A10400-00007-009	Cables
E21703-00031-185	Cables
A10400-00007-007	Cables
A10400-00007-006	Cables
E21703-00017-304	Cables
E21704-00005-010	Cables
GRAINGER 1W312	Cables
E21703-00130-621	Cables
A10400-00006-004	Cables

E21703-00010-215	Cables
E21704-00005-006	Cables
E21703-00030-952	Cables
E21703-00000-041	Cables
E-B-00430	Cables
E-B-00777	Cables
E21703-00010-221	Cables
E21703-00010-097	Cables
E21703-00000-137	Cables
E-B-00753	Cables
E21703-00000-136	Cables
E-B-00752	Cables
E-B-00434	Cables
E21703-00000-127	Cables
E21703-00000-128	Cables
E21703-00035-024	Cables
P10904-01000-050	Cables
E21703-00010-213	Cables
E21703-00010-002	Cables
E-B-00433	Cables
E-B-00751	Cables
E21703-00010-082	Cables
E21703-00030-167	Cables
E21703-00010-212	Cables
E21703-00010-001	Cables
E21701-05000-013	Cables
E21704-00014-017	Cables
E21703-00030-164	Cables
E21703-00010-059	Cables
E21703-00010-065	Cables
E21704-00014-009	Cables
E-B-00754	Cables
M00101-00002-026	Cables
E21703-00010-048	Cables

E21703-00010-036	Cables
E21703-00010-217	Cables
E21703-00010-039	Cables
E21703-00000-135	Cables
E21703-00000-102	Cables
E21703-00010-003	Cables
E21703-00010-004	Cables
E21703-00010-007	Cables
E21703-00010-084	Cables
E21703-00010-006	Cables
E21703-00010-022	Cables
E21703-00010-014	Cables
E21703-00010-019	Cables
E21703-00010-018	Cables
E21703-00010-017	Cables
E21703-00010-005	Cables
E21703-00010-078	Cables
E21703-00010-086	Cables
E21703-00010-027	Cables
E21703-00010-015	Cables
E21703-00010-025	Cables
E21703-00010-040	Cables
E21703-00010-043	Cables
E21703-00010-052	Cables
E21703-00010-041	Cables
E21703-00010-045	Cables
E21703-00010-044	Cables
E21703-00132-581	Cables
E21703-00010-064	Cables
E21703-00000-013	Cables
E21703-00010-062	Cables
E21703-00000-010	Cables
E21703-00000-039	Cables
E21703-00010-020	Cables

E21703-00031-075	Cables
E21703-00000-093	Cables
E21703-00000-062	Cables
E21703-00000-094	Cables
E21703-00000-046	Cables
E21703-00010-216	Cables
E21703-00000-095	Cables
E21703-00000-216	Cables
E21703-00132-580	Cables
E21703-00000-054	Cables
E21703-00000-217	Cables
E21703-00000-218	Cables
E21703-00000-057	Cables
E21703-00000-089	Cables
E21703-00010-219	Cables
E21703-00000-007	Cables
E21703-00000-004	Cables
E21703-00000-205	Cables
E21703-00000-015	Cables
E21703-00000-203	Cables
E21703-00000-063	Cables
E21703-00000-016	Cables
E21703-00000-064	Cables
E21703-00010-046	Cables
E21703-00000-014	Cables
E21703-00000-049	Cables
E21703-00000-208	Cables
E21703-00000-219	Cables
E21703-00000-011	Cables
E21703-00000-059	Cables
E21703-00000-047	Cables
E21703-00000-060	Cables
E21703-00000-048	Cables
E21703-00000-003	Cables

E21703-00000-005	Cables
E21703-00000-050	Cables
E21703-00000-214	Cables
E21703-00000-213	Cables
E21703-00000-210	Cables
E21703-00000-037	Cables
E21703-00000-020	Cables
E21703-00000-036	Cables
E21703-00000-022	Cables
E21703-00000-209	Cables
E21703-00000-002	Cables
E21703-00000-009	Cables
E21703-00000-001	Cables
E21703-00000-006	Cables
E21703-00034-022	Cables
E21703-00034-028	Cables
E21703-00034-038	Cables
E21703-00034-045	Cables
E21703-00034-034	Cables
E21703-00034-040	Cables
M30108-01106-047	Collection Segment Component
M30101-00006-002	Collection Segment Component
M70107-00011-159_DO NOT USE, NOT A FG	Collection Segment Component
M30108-01106-046	Collection Segment Component
M30103-00018-016_DO NOT USE, NOT A FG	Collection Segment Component
M30103-00018-016	Collection Segment Component
M30108-01106-049	Collection Segment Component
M30112-04008-006_DO NOT USE, NOT A FG	Collection Segment Component
M30108-01106-044	Collection Segment Component
A-M-00387	Collection Segment Component
M30108-01106-037	Collection Segment Component
M30101-00006-003	Collection Segment Component
M30108-01205-011	Collection Segment Component
M30112-04008-006	Collection Segment Component

M30121-01001-002	Collection Segment Component
M30108-01205-012	Collection Segment Component
M00104-02000-004	Collection Segment Component
M60102-40505-012	Collection Segment Component
P10900-07001-032	Collection Segment Component
M30107-00002-000	Collection Segment Component
M70106-00013-020_DO NOT USE, NOT A FG	Collection Segment Component
M30107-00008-003	Collection Segment Component
M30108-01205-010	Collection Segment Component
M70106-00013-019_DO NOT USE, NOT A FG	Collection Segment Component
M30108-01106-026	Collection Segment Component
M00108-00002-026	Collection Segment Component
M70107-00011-159	Collection Segment Component
M30104-12007-033	Collection Segment Component
A10400-00005-846	Collection Segment Component
M00108-00002-029	Collection Segment Component
M30108-01206-000	Collection Segment Component
Socomec, 14001050	Collection Segment Component
E60100-00001-010	Collection Segment Component
M00108-00002-030	Collection Segment Component
M70104-00010-127	Collection Segment Component
M00108-00002-031	Collection Segment Component
M60102-30310-030	Collection Segment Component
E21706-40000-002	Collection Segment Component
E21706-40000-003	Collection Segment Component
M30116-13215-034_DO NOT USE, NOT A FG	Collection Segment Component
M60102-30504-020	Collection Segment Component
P10900-07001-512	Dampers
P10900-07001-282	Dampers
P10900-07001-283	Dampers
M30102-65501-017	DC Cabinet Component
M30108-01106-041	DC Cabinet Component
M30108-01106-043	DC Cabinet Component
M30102-65501-025	DC Cabinet Component

M30102-65501-001	DC Cabinet Component
M30108-01106-036	DC Cabinet Component
M30102-65501-004	DC Cabinet Component
M30108-01106-034	DC Cabinet Component
M30102-65501-013	DC Cabinet Component
26PV8120	DC Cabinet Component
M30108-01106-040	DC Cabinet Component
M30108-01106-048	DC Cabinet Component
P10907-01000-022	DC Cabinet Component
M30108-01106-039	DC Cabinet Component
EUU-1-500007479	DC Cabinet Component
26PV3051	DC Cabinet Component
M30108-01106-024	DC Cabinet Component
M30102-65501-018	DC Cabinet Component
FAN-1-225230000	DC Cabinet Component
M30108-01106-030	DC Cabinet Component
M30108-01106-052	DC Cabinet Component
M30108-01106-023	DC Cabinet Component
FUS-1-125001500	DC Cabinet Component
M30102-65501-016	DC Cabinet Component
M30108-01106-035	DC Cabinet Component
M30102-65501-003	DC Cabinet Component
M30102-65501-023	DC Cabinet Component
M30108-01106-045	DC Cabinet Component
PLC-1-402019607	DC Cabinet Component
M30108-01106-032	DC Cabinet Component
M30108-01106-033	DC Cabinet Component
87P02040	DC Cabinet Component
EUU-1-500007622	DC Cabinet Component
M30102-65501-024	DC Cabinet Component
EUU-1-500007601	DC Cabinet Component
M30102-65501-019	DC Cabinet Component
EUU-1-500007630	DC Cabinet Component
EUU-1-500007609	DC Cabinet Component

EUU-1-500007618	DC Cabinet Component
M30108-01106-029	DC Cabinet Component
EUU-1-500008020	DC Cabinet Component
M30102-06340-000	DC Cabinet Component
M70101-01016-000	DC Cabinet Component
14232111	DC Cabinet Component
EUU-1-500007593	DC Cabinet Component
M70101-02004-000	DC Cabinet Component
EUU-1-500007934	DC Cabinet Component
M30102-65501-020	DC Cabinet Component
KIT-7-C15061030	DC Cabinet Component
14001032	DC Cabinet Component
M30102-65501-029	DC Cabinet Component
VSA-1-000600110	DC Cabinet Component
M30102-65501-006	DC Cabinet Component
M30102-65501-026	DC Cabinet Component
14AD2111	DC Cabinet Component
EUU-1-500004766	DC Cabinet Component
M30102-65501-027	DC Cabinet Component
M30102-65501-021	DC Cabinet Component
FUS-1-001500000	DC Cabinet Component
ISO-MBI-30M6	DC Cabinet Component
ISO-MBI-25M6	DC Cabinet Component
ISO-MBI-50M10	DC Cabinet Component
542070	DC Cabinet Component
FUS-1-000100002	DC Cabinet Component
548590	DC Cabinet Component
SM-7120AX52	DC Cabinet Component
M30102-65501-030	DC Cabinet Component
A10200-04010-049	Electrical Assy.
A10200-04010-031	Electrical Assy.
A10200-04010-043	Electrical Assy.
E-M-00077	Electrical Assy.
M00102-00002-001	Electronics

M00101-00002-004	Electronics
M30106-00008-017_DO NOT USE, NOT A FG	Electronics
E-B-00053	Electronics
M30106-00008-017	Electronics
M00102-00002-002	Electronics
M00101-00002-011	Electronics
E-B-00807	Electronics
M30107-00005-002	Electronics
M00101-00002-005	Electronics
M00106-02003-004	Electronics
E31703-00003-001	Electronics
M30106-00008-010	Electronics
M70112-00000-266	Electronics
E-B-00075	Electronics
E21703-00004-358	Electronics
M30103-00018-020	Electronics
E21703-00004-356	Electronics
M30112-04008-010	Electronics
Phoenix Contact 2903703	Electronics
M30104-08002-005	Electronics
E21703-00030-241	Electronics
M30112-04008-012	Electronics
M30108-01205-003	Electronics
E21703-00004-357	Electronics
M30112-04008-007	Electronics
M30115-04021-002_DO NOT USE, NOT A FG	Electronics
M30116-40010-001	Electronics
M30106-00008-009	Electronics
E21703-00030-453	Electronics
E21703-00030-455	Electronics
Phoenix Contact 2903306	Electronics
Phoenix Contact 2900961	Electronics
E21703-00030-242	Electronics
M30106-00008-021	Electronics

M00106-02003-006	Electronics
E-B-00380	Electronics
Phoenix Contact 2900960	Electronics
M30112-04008-016	Electronics
M30104-12007-023	Electronics
M30104-12007-024	Electronics
M30112-04008-005	Electronics
M00110-00001-002	Electronics
M00110-00001-003	Electronics
M70112-00001-003	Electronics
M30104-12007-021	Electronics
M30103-00018-007	Electronics
M50116-01116-000_DO NOT USE, NOT A FG	Electronics
E21703-00030-578	Electronics
E21703-00030-577	Electronics
M30103-00014-020	Electronics
M30112-04008-003	Electronics
M30120-01001-004	Electronics
M30106-00009-003	Electronics
M30112-04008-018	Electronics
M30103-00014-002	Electronics
M30103-00014-025	Electronics
E21703-00136-866	Electronics
M30103-00014-019	Electronics
M30103-00014-003	Electronics
M30108-01205-002	Electronics
M20109-00001-001	Electronics
M20105-01109-044	Electronics
M50116-01116-000	Electronics
M00108-00004-007	Electronics
A-M-00552	EMS
M00103-00007-000	EMS Component
M00101-00002-002	EMS Component
M00101-00002-012	EMS Component

E-B-00715	EMS Component
M-B-00219	EMS Component
M00101-00002-013	EMS Component
M00104-02000-007	EMS Component
E-B-00716	EMS Component
ARK-3530F-00A1E BTO	EMS Component
ADAM-6017-D	EMS Component
E21703-00015-002	EMS Component
1588H12B1JV	EMS Component
E-B-00720	EMS Component
E-B-00740	EMS Component
E-B-00711	EMS Component
E-B-00712	EMS Component
SDR-240-24	EMS Component
1587T11A1S	EMS Component
E-B-00746	EMS Component
E-B-00706	EMS Component
E-B-00741	EMS Component
1504SC	EMS Component
E-B-00744	EMS Component
CAGKIT1032-100	EMS Component
HM25030-3SR	EMS Component
1506STD	EMS Component
2002-1601	EMS Component
NON-6	EMS Component
E-B-00709	EMS Component
E-B-00710	EMS Component
P10800-01083-044	Enclosure
M9U21202	Enclosure Component
GRAINGER 2WJ19	Enclosure Component
P10906-02000-020	Enclosure Component
E-B-00104	Enclosure Component
FW200B-10	Enclosure Component
EDS-316	Enclosure Component

277-12010-ND	Enclosure Component
RB-HFMD1	Enclosure Component
SRT1500RMXLA-NC	Enclosure Component
Duralink 50	Enclosure Component
142186 (B30-25-595-ANSIWA)	Enclosure Component
M70107-00011-082 R1.0	Enclosure Component
M00106-02003-003	Enclosure Component
1750100 - OBSOLETE	Enclosure Component
M20106-08009-008	Enclosure Component
M20106-08009-007	Enclosure Component
M30102-65501-028	Enclosure Component
118084 (B30-R10000)	Enclosure Component
M90101-00003-001	Enclosure Component
QO330MQ200	Enclosure Component
P10906-02000-018	Enclosure Component
60409	Enclosure Component
E21703-00012-309	Enclosure Component
M30112-04008-004	Enclosure Component
EDS-308	Enclosure Component
M20106-06044-035	Enclosure Component
M20106-06044-034_DO NOT USE, NOT A FG	Enclosure Component
M00106-02003-005	Enclosure Integration
M00108-00004-032	Enclosure Integration
M70107-00012-062	Enclosure Integration
E21703-00007-003	Enclosure Integration
M00108-00004-025	Enclosure Integration
M70107-00011-104	Enclosure Integration
E21703-00008-013	Enclosure Integration
M30106-02004-001	Energy Segment Component
HOFFMAN CSD16126	Energy Segment Component
A11501-01005-003	Energy Segment Component
E21703-00031-403	Energy Segment Component
MOXA UC-2101-LX	Energy Segment Component
M30107-00008-006	Energy Segment Component

M30108-01106-042	Energy Segment Component
HOFFMAN CP1612	Energy Segment Component
M20106-06044-064	Energy Segment Component
M70107-00012-255	Energy Segment Component
E21703-00017-462	Energy Segment Component
A11501-01002-005	Energy Segment Component
M20106-06044-061	Energy Segment Component
M30103-00018-015	Energy Segment Component
E21703-00030-454	Energy Segment Component
P10900-07001-100	Energy Segment Component
A10400-00009-933	Energy Segment Component
A10400-00006-069	Energy Segment Component
E21703-00017-459	Energy Segment Component
A-M-00104	Energy Segment Component
M70107-00011-150	Energy Segment Component
M30104-12007-022	Energy Segment Component
A10400-00005-905	Energy Segment Component
M70104-00010-082	Energy Segment Component
A-M-00203	Energy Segment Component
P10900-07500-136	Energy Segment Component
A-M-00276	Energy Segment Component
A-M-00221	Energy Segment Component
A-M-00204	Energy Segment Component
M60102-30308-030	Energy Segment Component
A10400-00005-907	Energy Segment Component
P10900-07500-137	Energy Segment Component
A10400-00005-760	Energy Segment Component
M60102-30105-030	Energy Segment Component
P10900-07001-110	Energy Segment Component
A10400-00006-047	Energy Segment Component
M60102-30504-045	Energy Segment Component
M60102-10612-335	Energy Segment Component
M30106-00016-002	Energy Segment Component
M60102-30505-008	Energy Segment Component

M60102-30505-020	Energy Segment Component
M60102-30505-010	Fasteners
M60103-10110-000	Fasteners
M60102-30308-020	Fasteners
M60101-11105-000	Fasteners
E-B-00289	Fasteners
M60102-30606-020	Fasteners
M60102-40308-025	Fasteners
M60102-40310-025	Fasteners
M60102-11804-808	Fasteners
P10900-07001-206	Fasteners
M60102-40306-025	Fasteners
M60102-40310-030	Fasteners
M60102-10607-515	Fasteners
E-B-00806	Fasteners
E-B-00805	Fasteners
M60102-40308-020	Fasteners
M70107-00012-283	Fasteners
M60102-10310-020	Fasteners
M60103-10306-000	Fasteners
M60101-10210-000	Fasteners
P10900-07001-453	Fasteners
M60102-40306-016	Fasteners
M-B-00108	Fasteners
E-B-00803	Fasteners
M60102-30505-014	Fasteners
M60102-30504-050	Fasteners
M60102-10306-014	Fasteners
M60102-40505-010	Fasteners
M60103-10106-000	Fasteners
E-B-00804	Fasteners
P10900-07001-334	Fasteners
M70105-00013-000	Fasteners
M60102-40306-055	Fasteners

P10900-07200-021	Fasteners
M60102-10504-060	Fasteners
M60102-30504-008	Fasteners
M60102-30504-010	Fasteners
A10400-00005-775	Fasteners
RIVET NUT, M6 X 1mm Internal Thread, .5-3.0mm Material Thickness, 18-8 Stainless Steel	Fasteners
RIVET NUT, M4 X .7mm Internal Thread, .5-2.5mm Material Thickness, 18-8 Stainless Steel	Fasteners
M60102-30505-012	Fasteners
M60103-10304-000	Fasteners
M60102-10613-522	Fasteners
P10900-07001-050	Fasteners
M-B-00055	Fasteners
M60103-10210-000	Fasteners
M60102-30308-018	Fasteners
M60103-10100-003	Fasteners
P10900-07001-070	Fasteners
M60102-30504-016	Fasteners
M60103-10100-002	Fasteners
M60101-10104-000	Fasteners
M60102-30310-025	Fasteners
M60102-40308-030	Fasteners
M60103-10310-000	Fasteners
M60101-10210-010	Fasteners
P10900-07001-469	Fasteners
P10900-07001-348	Fasteners
P10900-07001-379	Fasteners
M60102-30306-020	Fasteners
M60102-10304-010	Fasteners
M70111-00050-178	Fasteners
M60102-30305-016	Fasteners
M60102-30306-016	Fasteners
M60102-10703-008	Fasteners
E-B-00473	Fasteners
M60102-30306-012	Fasteners

M60103-10310-104	Fasteners
M60102-30308-016	Fasteners
P10900-07001-432	Fasteners
M60102-10503-010	Fasteners
M60102-30306-025	Fasteners
M60102-30505-016	Fasteners
M60101-10208-000	Fasteners
M60103-10308-104	Fasteners
M60102-30503-012	Fasteners
M60101-10206-000	Fasteners
M70107-00012-251	Fasteners
M60102-11501-002	Fasteners
M60103-10510-000	Fasteners
M60101-10204-000	Fasteners
M20103-01022-009	FSS Component
M00108-00004-008	FSS Component
A-M-00286	FSS Component
M00108-00002-007	FSS Component
P10900-07001-026	FSS Component
E21703-00017-583	FSS Component
M00108-00004-009	FSS Component
M00108-00004-014	FSS Component
A-M-00285	FSS Component
M00108-00002-082	FSS Component
M00108-00004-013	FSS Component
A11501-01004-042	FSS Component
M00108-00004-012	FSS Component
M00108-00002-003	FSS Component
M00108-00002-084	FSS Component
M00108-00002-040	FSS Component
M00108-00002-083	FSS Component
M00108-00002-020	FSS Component
M00108-00002-021	FSS Component
M30104-12007-035	FSS Component

M30104-07013-000	FSS Component
M-B-00053	FSS Component
M30103-00014-005	FSS Component
M30104-12007-037	FSS Component
M00108-00002-008	FSS Component
M00108-00002-009	FSS Component
M70107-00011-162	FSS Component
M00108-00004-031	FSS Component
M00108-00002-010	FSS Component
A11501-01004-042_DO NOT USE, NOT A FG	FSS Component
M30104-12007-036	FSS Component
3005013	FSS Component
M00108-00004-002	FSS Integration
E-B-00666	FSS Integration
M00108-00002-012	FSS Integration
M00108-00002-004	FSS Integration
M00108-00004-026	FSS Integration
M00108-00002-017	FSS Integration
M00108-00004-022	FSS Integration
M00108-00004-003	FSS Integration
M00108-00002-013	FSS Integration
M00108-00002-002	FSS Integration
M00108-00004-015	FSS Integration
M00108-00002-014	FSS Integration
M00108-00002-018	FSS Integration
M00108-00002-019	FSS Integration
M00108-00002-001	FSS Integration
M00108-00002-006	FSS Integration
M00108-00002-015	FSS Integration
M00108-00002-005	FSS Integration
M00108-00002-011	FSS Integration
M00108-00002-016 - OBSOLETE	FSS Integration
M00108-00004-006	FSS Integration
E-B-00285	Fuses

M30108-01106-059	Fuses
E-B-00284	Fuses
M30108-01106-020	Fuses
M30108-01205-020	Fuses
M30108-01205-026	Fuses
M30108-01205-004	Fuses
M30108-01205-025	Fuses
M-B-00047	Gaskets
M-B-00073	Gaskets
P10900-07500-130	Gaskets
M30116-01016-030	Glands
M30116-13215-033	Glands
M30106-00008-012	Glands
M30106-00008-011	Glands
E21703-00030-947	Harnesses
E21703-00030-949	Harnesses
E21703-00017-301	Harnesses
E21703-00017-298	Harnesses
E21703-00017-300	Harnesses
E21703-00035-017	Harnesses
E21703-00017-299	Harnesses
M30116-13215-031	HDC
M30116-13215-036	HDC
M30116-13215-037	HDC
HDC 04A ALU	HDC
M30116-13215-038	HDC
M20106-11002-016	HDC
M30116-13215-032	HDC
M70112-00001-011	HDC
M70112-00001-012	HDC
M00106-02002-001	HVAC
M00106-02004-000	HVAC
MGA1072AE090CR+1+1CA+A24+++++ - OBSOLETE	HVAC
M00106-02002-003	HVAC

M90101-00002-002	HVAC Component
M70110-00018-004	HVAC Integration
M00106-02003-001	HVAC Integration
P10906-01000-003	HVAC Integration
M00106-02003-002	HVAC Integration
M30106-00013-003	HVAC Integration
APC Replacement battery cartridge #152	HVAC Spare
10382	HVAC Spare
40181	HVAC Spare
40193A-SP	HVAC Spare
40046A-SP	HVAC Spare
92219-2	HVAC Spare
70571	HVAC Spare
30180	HVAC Spare
70281	HVAC Spare
50141	HVAC Spare
70688	HVAC Spare
70006	HVAC Spare
70646	HVAC Spare
70656	HVAC Spare
70546	HVAC Spare
70342	HVAC Spare
2903308	HVAC Spare
P/50182	HVAC Spare
70425	HVAC Spare
50040	HVAC Spare
80428	HVAC Spare
50360	HVAC Spare
70005	HVAC Spare
M70104-00010-102	Labels
M70104-00010-099	Labels
M-M-00077	Labels
M70104-00010-108	Labels
M70104-00010-111	Labels

ETO Labels	Labels
P00100-01001-031	Labels
M70104-00010-110	Labels
M70104-00010-103	Labels
M70104-00010-112	Labels
M70104-00010-107	Labels
M70104-00010-158	Labels
M70104-00010-113	Labels
M-M-00292	Labels
M70104-00010-137	Labels
M70104-00010-136	Labels
M70104-00010-109	Labels
M70104-00010-119	Labels
M70104-00010-118	Labels
M-B-00263	Labels
P00100-01001-035	Labels
M70104-00010-124	Labels
M70104-00010-125	Labels
M70104-00010-120	Labels
M70104-00010-164	Labels
M-M-00406	Labels
M70104-00010-168	Labels
P00100-01001-029	Labels
P00100-01001-023	Labels
P00100-01001-019	Labels
P00100-01001-030	Labels
P00100-01001-022	Labels
P00100-01001-024	Labels
M70104-00010-153	Labels
P00100-01001-026	Labels
M70104-00010-167	Labels
P00100-01001-028	Labels
M-M-00296	Labels
M70104-00010-157	Labels

P00100-01001-037	Labels
P10800-01083-043	Labels
P10800-01083-039	Labels
P10900-07000-204	Metal Comp.
M70112-00000-236	Metal Comp.
A10400-00005-862	Metal Comp.
P10900-07000-326	Metal Comp.
P10900-07000-350	Metal Comp.
M70112-00000-002	Metal Comp.
P10900-07000-327	Metal Comp.
P10900-07000-325	Metal Comp.
P10900-07000-324	Metal Comp.
P10900-07000-203	Metal Comp.
P10900-07000-210	Metal Comp.
A-M-00521	Metal Fabrication
A10400-00005-757	Metal Fabrication
A-M-00288	Metal Fabrication
A-M-00305	Metal Fabrication
P10900-07000-400	Metal Fabrication
P10900-07000-407	Metal Fabrication
M-M-00287	Metal Fabrication
M-M-00288	Metal Fabrication
A-M-00105	Metal Fabrication
M70107-00012-280	Metal Fabrication
A-M-00353	Metal Fabrication
A-M-00352	Metal Fabrication
P10900-07000-323	Metal Fabrication
M-M-00289	Metal Fabrication
A10400-00009-815	Metal Fabrication
A10400-00009-812	Metal Fabrication
A10400-00009-814	Metal Fabrication
A10400-00009-818	Metal Fabrication
A10400-00009-816	Metal Fabrication
A10400-00009-817	Metal Fabrication

A10400-00009-813	Metal Fabrication
A10400-00005-845	Metal Fabrication
M70112-00000-026	Metal Fabrication
A10400-00005-820	Metal Fabrication
M70112-00000-256	Metal Fabrication
M-B-00012	Misc Items
M-B-00235	Misc Items
E-B-00412	Misc Items
M70111-00050-164	Misc Items
M-B-00009	Misc Items
M-B-00197	Misc Items
P10900-07009-218	Misc Items
Server, Dell PowerEdge R260	Misc Items
M-B-00142	Misc Items
Poly Performance, PPI-LS-55	Misc Items
Poly Performance, PPI-LS-32	Misc Items
Poly Performance, PPI-LS-38	Misc Items
Poly Performance, PPI-LS-40	Misc Items
M70107-00012-027	Misc Items
M70111-00050-170	Misc Items
E-B-00422	Misc Items
M70111-00050-179	Misc Items
C774B430G20	Misc Items
M-B-00011	Misc Items
E-B-00418	Misc Items
CABLE TIE, 6in, 40lbs, Nylon, Black, UV resistant (100/bag)	Misc Items
E-B-00421	Misc Items
P10900-07009-216	Misc Items
M-B-00082	Misc Items
EJ14166 - OBSOLETE	Misc Items
NBF-32232	Misc Items
P10900-07500-156	Misc Items
CHCC3DU	Misc Items
FNQ-R-6	Misc Items

M-B-00226	Misc Items
NBF-32032	Misc Items
M-B-00221	Misc Items
M-B-00228	Misc Items
E-B-00372	Misc Items
SPRAY BOTTLE, 16oz, PLASTIC	Misc Items
E-B-00755	Misc Items
TechSpray Isopropyl Alcohol Wipes	Misc Items
P10900-07008-140	Misc Items
3M Super 77 CA - Spray Adhesive	Misc Items
PAINTERS MASKING TAPE, BLUE, 1in X 60yds ROLL	Misc Items
MEAN WELL MDR-20-24	Misc Items
ZOLLER V30AE000056	Misc Items
P10900-07001-030	Misc Items
M30103-00014-004	Misc Items
SHOP TOWEL, SCOTT, 9 X 11in, 55 PER ROLL	Misc Items
E-B-00756	Misc Items
E40101-10804-011	Module
E40101-10804-012	Module
E40101-10403-022	Module
E40101-10804-002	Module
E50100-07002-000	PCBA
E50100-09000-000	PCBA
E50200-08000-000	PCBA Components
E58200-01000-000	PCBA Components
CAB1000/AC_DO NOT USE, NOT A FG	PCS
M30122-01001-003	PCS Add On
M30122-01001-002	PCS Add On
M411Z00143AA	PCS Component
6AA-570-000-001	PCS Component
102025-00.01	PCS Component
L5453	PCS Component
E977BE	PCS Component
104789-00.01	PCS Component

30-102700.01	PCS Component
SMA 122430-00.02	PCS Component
108985-00.01	PCS Component
6UP-450-002-001	PCS Component
SC30RIO.GR2	PCS Component
SC30ACC.GR5	PCS Component
L5419D	PCS Component
46-107000.02	PCS Component
SMA 105083-00.01	PCS Component
60-090100.01	PCS Component
SMA 95-128500.03	PCS Component
L5679	PCS Component
L5554-1	PCS Component
60-090000.01	PCS Component
SMA 65-05150	PCS Component
103135-00.01	PCS Component
SMA 61-1263100.01	PCS Component
SMA 61-0159452	PCS Component
SMA 26-096004001	PCS Component
SMA 124133-00.01	PCS Component
L1874-1	PCS Component
SMA 124843-00.01	PCS Component
SMA 60-00562	PCS Component
SMA 124841-00.01	PCS Component
SMA 124840-00.01	PCS Component
SMA 104460-00.02	PCS Component
SMA 62-103700.02	PCS Component
SMA 117962-00.01	PCS Component
SMA 43-107100.01	PCS Component
SMA 43-107000.01	PCS Component
SMA 117728-00.01	PCS Component
SMA 43-107300.01	PCS Component
SMA 113930-00.01	PCS Component
SMA 20-1410	PCS Component

SMA 61-117117	PCS Component
SMA 117303-00.01	PCS Component
SMA 61-117118	PCS Component
SMA 43-107200.01	PCS Component
SMA 42-62120014	PCS Component
SMA 124109-00.01	PCS Component
SMA 43-104000.01	PCS Component
SMA 86-00892	PCS Component
M-M-00391	Plastics
M-M-00394	Plastics
P10900-07000-211	Plastics
M00110-00002-004	PLC Integration
M00110-00001-001	PLC Integration
M00110-00002-002	PLC Integration
M20103-03030-010	PLC Integration
M00110-00002-001	PLC Integration
M00110-00001-004	PLC Integration
E21703-00007-300	PLC Integration
M00110-00002-003	PLC Integration
C-LBT222-ADM4055-1	PLC Integration
M-B-00095	Rubber
M30103-00018-013	Stack
A10400-00005-701	Stack Component
M30108-01106-019	Stack Component
M30108-01106-016	Stack Component
M30104-12007-031_DO NOT USE, NOT A FG	Stack Component
E50101-06000-002	Stack Component
M30108-01106-008	Stack Component
M30108-01106-017	Stack Component
E50101-06000-001	Stack Component
M30108-01106-013	Stack Component
M30104-12007-019_DO NOT USE, NOT A FG	Stack Component
A10400-00003-300	Stack Component
E50200-04000-000	Stack Component

SC20-200-1000	Stack Component
SC11-120-1000	Stack Component
M30108-01106-002	Stack Component
A70400-01000-001	Stack Component
M30108-01106-050	Stack Component
M30108-01106-053	Stack Component
M30104-12007-019	Stack Component
M30108-01106-009	Stack Component
M30104-12007-020	Stack Component
M30104-12007-031	Stack Component
A11501-01001-600	Stack Component
A00900-01000-001	Stack Component
A10400-00003-701	Stack Component
E50101-06200-002	Stack Component
E21701-10000-016	Stack Component
E21703-00001-015 V2.0	Stack Component
SC20-120-1000	Stack Component
E50101-06200-001	Stack Component
E21703-00124-000 V1.1	Stack Component
A10200-04010-009	Stack Component
E50200-03000-000	Stack Component
E21703-00125-000 V1.1	Stack Component
E21703-00011-264	Stack Component
E21703-00011-285	Stack Component
Amphenol RJ-00BMMA-LL7001_DO NOT USE, NOT A FG	Stack Component
E21703-00000-129 V2.0	Stack Component
E21703-00011-207	Stack Component
E21703-00011-205	Stack Component
E21703-00011-201	Stack Component
E21703-00011-206	Stack Component
E21703-00000-127 V2.0	Stack Component
E21703-00000-113 V2.0	Stack Component
E21703-00000-135 V2.0	Stack Component
M30108-01106-001	Stack Component

SC11-200-1000	Stack Component
M30112-04003-001	Stack Component
E21703-00010-111	Stack Component
A11501-01003-012	Stack Component
E21703-00011-204	Stack Component
E21703-00011-200	Stack Component
E21703-00011-202	Stack Component
E21703-00011-203	Stack Component
E21703-00140-000 V1.1	Stack Component
E21703-00000-103	Stack Component
E21703-00000-137 V2.0	Stack Component
E21703-00000-128 V2.0	Stack Component
E21703-00011-300	Stack Component
SLPPC70BNB1	Stack Component
M30106-00009-001	Stack Component
M20106-08009-022	Stack Component
E21703-00011-263	Stack Component
E21703-00011-286	Stack Component
M20106-08009-021	Stack Component
E21703-00010-214	Stack Component
A00702-01000-000	Stack Component
E21703-00001-008	Stack Component
E21703-00011-294	Stack Component
E21703-00000-136 V2.0	Stack Component
M30118-01006-000	Stack Component
M30108-01106-018	Stack Component
SC20-160-1000	Stack Component
SLPPC70BNO1	Stack Component
M00101-00002-007	Stack Component
M20106-06044-002_DO NOT USE, NOT A FG	Stack Component
E21703-00000-106	Stack Component
E21703-00010-218 V2.1	Stack Component
E21701-10000-010	Stack Component
E50200-09000-000	Stack Component

E21703-00011-301	Stack Component
M30115-04002-002	Stack Component
E21703-00011-111	Stack Component
E21703-00011-260	Stack Component
E21703-00011-208	Stack Component
E21703-00011-283	Stack Component
E21701-05000-007	Stack Component
E21703-00011-209	Stack Component
E21703-00010-216 V2.0	Stack Component
M20106-08009-022_DO NOT USE, NOT A FG	Stack Component
M30106-00008-002	Stack Component
E21703-00001-003	Stack Component
A11401-01010-000	Stack Component
E50900-01000-000	Stack Component
E21703-00000-105	Stack Component
E21703-00011-265	Stack Component
P10902-01000-001	Stack Component
E21701-05000-008	Stack Component
E21703-00011-277	Stack Component
E21703-00011-299	Stack Component
E21703-00011-278	Stack Component
E21703-00011-262	Stack Component
E21703-00000-104	Stack Component
M20106-08009-021_DO NOT USE, NOT A FG	Stack Component
E21703-00000-132	Stack Component
E21703-00011-271	Stack Component
E21703-00011-272	Stack Component
M60101-10805-001	Stack Component
E21703-00011-275	Stack Component
M60102-30308-040	Stack Component
M30112-04004-002	Stack Component
P10904-01000-107	Stack Component
E21703-00000-133	Stack Component
E21703-00010-200 V1.0	Stack Component

E21703-00000-134	Stack Component
E21703-00011-270	Stack Component
E21703-00011-261	Stack Component
E21703-00000-131	Stack Component
M30119-04002-000	Stack Component
E21703-00011-276	Stack Component
E21703-00000-108	Stack Component
M30104-12007-020_DO NOT USE, NOT A FG	Stack Component
E21703-00000-107	Stack Component
E21701-05000-011	Stack Component
E21701-05000-012	Stack Component
M70111-00050-106	Stack Component
E21603-02001-000	Stack Component
E21703-00011-274	Stack Component
E21703-00011-273	Stack Component
E50101-04000-003/004	Stack Component
E21703-00011-280	Stack Component
E21703-00011-279	Stack Component
E50101-04000-001/002	Stack Component
E21701-05000-009	Stack Component
A11501-01003-009	Stack Component
E50201-06000-000	Stack Component
E21703-00011-295	Stack Component
M20105-07015-002	Stack Component
E21703-00011-266	Stack Component
E21703-00011-269	Stack Component
E21703-00011-268	Stack Component
M10302-03001-000	Stack Component
E21703-00011-267	Stack Component
M30117-03005-010	Stack Component
E21703-00010-219 V2.1	Stack Component
E21602-01000-000	Stack Component
E21603-02002-000	Stack Component
E21703-00000-138	Stack Component

M60102-30308-055	Stack Component
E21602-01001-000	Stack Component
E21603-03001-000	Stack Component
M60101-10205-000	Stack Component
M70111-00050-107	Stack Component
E21603-02003-000	Stack Component
E21603-03003-000	Stack Component
E50200-07000-000	String Controller
SC24-105-1500	String Controller
SC24-155-1500	String Controller
E50200-11000-000	String Controller
M30104-12007-040	String Controller
M30104-12007-039	String Controller
M00101-00002-023	Switch
M00101-00002-017	Switch
M00101-00002-020	Switch
M80101-00009-001	Switch
M20103-03030-003_DO NOT USE, NOT A FG	Terminals
M20106-06044-063	Terminals
M20106-06044-060	Terminals
M20103-03030-002_DO NOT USE, NOT A FG	Terminals
M30103-00014-014	Terminals
M20103-03030-014	Terminals
M30103-00014-012	Terminals
M30117-10001-004	Terminals
E-B-00437	Terminals
M30117-10001-005	Terminals
M20103-03029-003	Terminals
M30117-10001-013	Terminals
E-B-00037	Terminals
M30117-04002-810	Terminals
M30117-08004-000	Terminals
M30101-00006-005	Transformer
M30101-00006-005_DO NOT USE, NOT A FG	Transformer

M30101-00006-008_DO NOT USE, NOT A FG	Transformer
M30101-00006-013	Transformer
GN49	Transformer
M00103-00008-000	UPS
M00103-00008-007	UPS
M00103-00005-000	UPS
M00103-00008-017	UPS
M00103-00006-000	UPS
M00103-00008-006	UPS
M00103-00008-016	UPS
M00103-00008-022	UPS
M00103-00008-015	UPS
E-B-00409	UPS
AP9641	UPS

Mesa WHSE (Orion) Inventory

<u>Item</u>	<u>Category</u>
M00101-00002-004	Electronics
M00103-00008-015	UPS

Mesa WHSE (GTI) Inventory

<u>Item</u>	<u>Category</u>
M70112-00000-026	Metal Fabrication
A10400-00005-795	Metal Fabrication
M70112-00000-034	Metal Fabrication

8 Loop, Houston TX (3PL) Inventory

<u>Item</u>	<u>Category</u>
SMA SCS-3-3950-1500-2_FG	PCS
FP4200K CAR0040 QUOTE OPP-21-6671433 Rev 1	Transformer
CS30-EE0-FF0-511-D11-320-0000000	Collection Segment Component
M70107-00012-255	Energy Segment Component

M70107-00012-283	Fasteners
M60103-10100-001	Fasteners
M60103-10100-002	Fasteners
M60103-10100-003	Fasteners
M60102-10613-522	Fasteners
M60101-10210-010	Fasteners
M60103-10210-000	Fasteners
M60103-10100-004	Fasteners
M60102-11501-002	Fasteners
M60103-10310-000	Fasteners
M70107-00012-251	Fasteners
M70107-00012-280	Metal Fabrication
CS30-H00-F00-411-A11-310-0000000	Collection Segment Component

Trivergix (3PL) Inventory

<u>Item</u>	<u>Category</u>
E40101-10806-042	Module
E40101-10704-001	Module
E40101-10704-002	Module
E40101-10806-042	Module
E40101-10704-002	Module
E40101-10704-001	Module
E40101-10806-102	Module
E40101-10804-012	Module
E40101-10804-011	Module
E40101-10805-004	Module
E40101-10403-021	Module
E40101-10403-022	Module
E40101-10805-003	Module
E40101-10804-001	Module
E40101-10403-024	Module
E40101-10403-023	Module
E40101-10804-002	Module
S23-360-100-1500-C280-UNI	Stack

S22-230-280-1000-C280P-UNI 670-950 VDC_DO NOT USE, NOT A FG	Stack
S23-360-100-1500-E280K-UNI	Stack
S22-230-280-1000-C280P-UNI_DO NOT USE, NOT A FG	Stack
E40101-10806-022	Module
E40101-10804-002	Module
E40101-10806-022	Module
E40101-10806-102	Module
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
E40101-10806-022	Module
E40101-10806-042	Module
E40101-10806-022	Module

OneSource (3PL) Inventory

<u>Item</u>	<u>Category</u>
M00108-00002-007	FSS Component
M00108-00002-021	FSS Component
M00108-00002-020	FSS Component
M00108-00002-008	FSS Component
M00108-00002-010	FSS Component
M00108-00002-009	FSS Component
M00108-00002-012	FSS Integration
M00108-00002-005	FSS Integration
MGA1072AC090CR+1+1CA+C24+++++	HVAC
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
E21703-00123-000 V1.1	Stack Component
E21703-00139-000 V1.1	Stack Component
E21703-00138-000 V1.1	Stack Component
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
P10900-02000-102 V2.0	Busbars
M50116-01116-000	Electronics
M60102-40308-020	Fasteners
M60102-30308-020	Fasteners

E40101-10804-001	Module
E40101-10804-002	Module
S22-230-140-1000-C280-110	Stack
S22-230-180-1000-C280-110_DO NOT USE, NOT A FG	Stack
A10400-00003-300	Stack Component
A11501-01001-600	Stack Component
E21703-00001-008	Stack Component
E21703-00000-127 V2.0	Stack Component
E21703-00000-129 V2.0	Stack Component
E21703-00000-128 V2.0	Stack Component
E21703-00000-135 V2.0	Stack Component
E21703-00000-137 V2.0	Stack Component
E21703-00000-136 V2.0	Stack Component
E21703-00125-000 V1.1	Stack Component
E21703-00124-000 V1.1	Stack Component
E21703-00140-000 V1.1	Stack Component
E21703-00000-113 V2.0	Stack Component
E21703-00001-015 V2.0	Stack Component
E21703-00000-103	Stack Component
E21703-00000-106	Stack Component
E21703-00000-105	Stack Component
E21703-00000-104	Stack Component
E21703-00000-108	Stack Component
E21703-00000-132	Stack Component
E21703-00000-131	Stack Component
E21703-00000-133	Stack Component
E21703-00000-134	Stack Component
M60102-30308-040	Stack Component
E21703-00000-107	Stack Component
A-M-00521	Metal Fabrication

Welldex (3PL) Inventory

<u>Item</u>	<u>Category</u>
M00106-02002-003	HVAC

M00106-02002-003
A10400-00005-750
A10400-00005-758
E40101-10806-022
E40101-10806-042

HVAC
Metal Fabrication
Metal Fabrication
Module
Module

RH (3PL) Inventory

<u>Item</u>	<u>Category</u>
P10900-07000-204	Metal Comp.
A-M-00487A TDN-000257	Energy Segment Component
A10400-00011-836B TDN-000257	Energy Segment Component
A-M-00080F	Module
ES30-302-121-100-0000000	Energy Segment Component
A-M-00487A TDN-000257	Energy Segment Component
M70112-00000-306	Breakers
M70112-00000-304	Breakers
M30102-20420-017	Breakers
M70112-00000-303	Breakers
M30102-20420-009	Breakers
M70112-00000-305	Breakers
E31703-00003-003	Cables
E31703-00003-005	Cables
E31703-00003-009	Cables
E21703-00030-298	Cables
E21703-00030-296	Cables
E21703-00030-299	Cables
E21703-00030-297	Cables
E21703-00030-140	Cables
E31703-00003-004	Cables
E31703-00003-002	Cables
E21703-00035-021	Cables
E31703-00003-006	Cables
E21703-00035-023	Cables

E21703-00030-550	Cables
E21703-00035-024	Cables
E21703-00030-316	Cables
E21703-00030-317	Cables
E21703-00030-557	Cables
E21703-00030-164	Cables
E21703-00130-503	Cables
E21703-00030-556	Cables
E21703-00030-167	Cables
E21703-00130-500	Cables
E21703-00130-501	Cables
E21703-00130-502	Cables
E21703-00130-504	Cables
E21703-00030-561	Cables
E21703-00030-147	Cables
E21703-00030-560	Cables
E21703-00033-002	Cables
E21703-00033-004	Cables
E21703-00033-001	Cables
E21703-00030-558	Cables
E21703-00030-145	Cables
E21703-00030-148	Cables
E21703-00033-003	Cables
E21703-00030-144	Cables
E21703-00030-559	Cables
P10900-07001-283	Dampers
P10900-07001-282	Dampers
M70101-02004-000	DC Cabinet Component
M70101-01016-000	DC Cabinet Component
A10200-04010-049	Electrical Assy.
E21703-00030-241	Electronics
E31703-00003-001	Electronics
M00108-00004-007	Electronics
A10400-00011-836B TDN-000257	Energy Segment Component

E21703-00031-403	Energy Segment Component
M20103-04001-008	Energy Segment Component
P10900-07500-141	Energy Segment Component
M70112-00000-758	Energy Segment Component
P10900-07500-136	Energy Segment Component
M30117-10001-006	Energy Segment Component
P10900-07500-140	Energy Segment Component
P10900-07500-139	Energy Segment Component
M30117-10001-007	Energy Segment Component
M70112-00000-076	Energy Segment Component
M30117-10001-010	Energy Segment Component
P10900-07500-137	Energy Segment Component
M70112-00000-075	Energy Segment Component
M20106-06044-064	Energy Segment Component
M60102-30505-008	Energy Segment Component
M60103-10210-000	Fasteners
M60102-10306-014	Fasteners
M60102-10310-020	Fasteners
M60102-10504-060	Fasteners
P10900-07001-334	Fasteners
M60102-30505-012	Fasteners
P10900-07200-021	Fasteners
P10900-07001-432	Fasteners
M60103-10308-104	Fasteners
M60102-10503-010	Fasteners
GASKET, BULK, PORON AQUAPRO 4701-41-15250-04, ADHESIVE: 3M 9495-200MP, 20mm WIDE STRIP	Gaskets
M70112-00000-080	Gaskets
M70112-00000-264	Gaskets
E21703-00035-017	Harnesses
M70104-00010-133	Labels
M70104-00010-102	Labels
P00100-01001-018	Labels
M70104-00010-118	Labels
P10900-07000-204	Metal Comp.

P10900-07000-210	Metal Comp.
M70112-00000-261	Metal Fabrication
P10900-07000-394	Metal Fabrication
M70107-00012-290	Misc Items
M70107-00004-012	Misc Items
M30117-10001-005	Terminals
M30117-10001-004	Terminals
M30101-00006-005	Transformer
ES30-102-111-100-0000000	Energy Segment Component
E40101-10806-022	Module

ATS (3PL) Inventory

<u>Item</u>	<u>Category</u>
ES35-404-112-100-0000000	Energy Segment
ES30-102-111-100-0000000	Energy Segment Component

SourceOne, Portland OR (3PL) Inventory

<u>Item</u>	<u>Category</u>
E21703-00031-185	Cables
DC23-1-0630	DC Cabinet
DC23-2-0630	DC Cabinet
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
A10200-04006-000-110	Stack Component
P10900-02000-102 V2.0	Busbars
M50116-01116-000	Electronics
C22-40HQ-3 4HR-S230E-6T-CATL-110V_FG	Enclosure
M60102-40308-020	Fasteners
M60102-30308-020	Fasteners
E40101-10804-001	Module
E40101-10804-002	Module
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
A10400-00003-300	Stack Component

E21703-00000-106	Stack Component
A11501-01001-600	Stack Component
E21703-00123-000 V1.1	Stack Component
E21703-00125-000 V1.1	Stack Component
E21703-00124-000 V1.1	Stack Component
E21703-00000-129 V2.0	Stack Component
E21703-00000-127 V2.0	Stack Component
E21703-00140-000 V1.1	Stack Component
E21703-00139-000 V1.1	Stack Component
E21703-00138-000 V1.1	Stack Component
E21703-00000-128 V2.0	Stack Component
E21703-00000-137 V2.0	Stack Component
E21703-00000-135 V2.0	Stack Component
E21703-00000-136 V2.0	Stack Component
E21703-00001-015 V2.0	Stack Component
E21703-00000-113 V2.0	Stack Component
E21703-00000-103	Stack Component
E21703-00000-107	Stack Component
E21703-00000-105	Stack Component
M60102-30308-040	Stack Component
E21703-00000-104	Stack Component
E21703-00000-131	Stack Component
E21703-00000-132	Stack Component
E21703-00000-108	Stack Component
E21703-00000-133	Stack Component
E21703-00000-134	Stack Component

8Loop, Attan CA (3PL) Inventory

<u>Item</u>	<u>Category</u>
E40101-10806-002	Module
E40101-10806-022	Module
S23-360-100-1500-C280-UNI_DO NOT USE, NOT A FG	Stack

SourceOne, Commerce CA (3PL) Inventory

<u>Item</u>	<u>Category</u>
M30108-01106-028	Collection Segment Component
M30108-01106-023	DC Cabinet Component
M30108-01106-050	Stack Component
M30108-01106-028	Collection Segment Component
M30108-01106-023	DC Cabinet Component
M00106-02004-000	HVAC
S23-360-100-1500-C280-UNI_DO NOT USE, NOT A FG	Stack
M30108-01106-050	Stack Component

8Loop, Laredo TX (3PL) Inventory

<u>Item</u>	<u>Category</u>
A10400-00005-865	Energy Segment Component
ES30-103-121-100-0000000_FG	Energy Segment

SourceOne, Tolleson AZ (3PL) Inventory

<u>Item</u>	<u>Category</u>
M90101-00001-001	Enclosure Component

American Lamprecht, Houston TX (3PL) Inventory

<u>Item</u>	<u>Category</u>
E40101-10804-011	Module
E40101-10804-012	Module
E40101-10403-022	Module
E40101-10403-021	Module
A10400-00003-300	Stack Component
A10200-04006-000-110	Stack Component
E21701-05000-007	Stack Component
E21701-05000-009	Stack Component
E21602-02000-000	Stack Component
E40101-10403-022	Module
E40101-10403-021	Module

A10200-04006-000-110	Stack Component
A10400-00003-300	Stack Component
E21701-05000-009	Stack Component
E21602-03000-000	Stack Component

Prolift Rigging Co, Glendale AZ (3PL) Inventory

<u>Item</u>	<u>Category</u>
CS30-A00-C00-512-A11-310-0000000	Collection Segment Component

8Loop, Wilmington CA (3PL) Inventory

<u>Item</u>	<u>Category</u>
C23-53HQ-3HR-S360E-6T-CATL-UNI_DO NOT USE, NOT A FG	Enclosure

Expeditors, Peabody MA (3PL) Inventory

<u>Item</u>	<u>Category</u>
A10400-00006-006	Cables
A10400-00006-008	Cables
A10400-00006-005	Cables
A10400-00006-004	Cables
A10400-00006-003	Cables
A10400-00006-002	Cables
A10400-00006-001	Cables
A10400-00006-007	Cables
M70107-00012-255	Energy Segment Component
M70107-00012-283	Fasteners
M60103-10100-002	Fasteners
M60103-10100-001	Fasteners
M60103-10100-003	Fasteners
M60101-10210-010	Fasteners
M60102-10613-522	Fasteners
M60103-10210-000	Fasteners

M60102-11501-002
M70107-00012-251
M60103-10310-000
M70107-00012-280

Fasteners

Fasteners

Fasteners

Metal Fabrication

Schedule 2.1(c)

INTELLECTUAL PROPERTY

(i) PATENTS

KS Ref. No.	Country	Type	Title	Application No.	Filed	Publication No.	Publication Date	Patent No	Issued	Status	Next Due Date	Status Changed Date	Comments
9888-100878-01	U.S.	Direct	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	16/101,032	8/10/2018	2020/0052502	2/13/2020	10,978,884	4/13/2021	Issued	10/13/2028 - Due, 2nd maintenance fee	9/24/2024	1st maintenance fee paid 9/24/2024
9888-100878-02	PCT		ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	PCT/US2019/045678	8/8/2019	WO 2020/033665	2/13/2020	N/A	N/A	Expired PCT			
9888-100878-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,491	8/8/2019	3,107,491	2/13/2020			Pending		6/3/2024	Instructed to cease work and allow to lapse 6/3/2024; awaiting notice of abandonment
9888-100878-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052902.0	8/8/2019	112567586A	3/26/2021	112567586B	11/15/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

9888-100878-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19847972.7	8/8/2019	3834271	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100878-06	Japan	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	2021-531461	8/8/2019	2021-534719	12/9/2021	7295952	6/13/2023	Issued	6/13/2026 - Due, maintenance fee	6/13/2023	
9888-100878-07	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	17/213,155	3/25/2021	2021/0218250	7/15/2021	11,799,137	10/24/2023	Issued	4/24/2027 - Due 1st maintenance fee	10/24/2023	
9888-100878-08	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	18/491,448	10/20/2023	2024/0047769	2/8/2024			Pending		2/8/2024	Application published on 02/08/2024; awaiting action from PTO
9888-100878-09	China	Divisional	BALANCING CIRCUIT AND METHOD	2024115086475.0	10/28/2024	119401598	2/7/2025			Pending		10/28/2024	Application published on 02/07/2025; awaiting action from CNIPA
9888-100879-01	U.S.	Direct	ENHANCED BATTERY MANAGEMENT SYSTEM	16/101,045	8/10/2018	2020/0052503	2/13/2020	11,063,444	7/13/2021	Issued	1/13/2029 - Due, 2nd	12/27/2024	1st maintenance fee paid

			FOR BATTERY PACK									maintena nce fee	12/27/202 4
9888- 1008 79-02	PCT		ENHANCED BATTERY MANAGEME NT SYSTEM FOR BATTERY PACK	PCT/US2019/0 45696	8/8/201 9	<u>WO</u> <u>2020/03368</u> <u>0</u>	2/13/20 20	N/A	N/A	Expired PCT			
9888- 1008 79-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,493	8/8/201 9	<u>3,107,493</u>	2/13/20 20			Pending		6/3/202 3	Instructed to cease work and allow to lapse 6/3/2024; awaiting Notice of Abandon ment
9888- 1008 79-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052886. 5	8/8/201 9	<u>112585837</u>	3/30/20 21	<u>11258583</u> <u>7B</u>	11/12/2 024	Issued	8/8/2025 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee
9888- 1008 79-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19848236.6	8/8/201 9	<u>3834272</u>	6/16/20 21			Pending	8/8/2025 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee
9888- 1008 79-06	Japan	National Stage	ENHANCED BATTERY MANAGEME NT SYSTEM FOR BATTERY PACK	2021-531462	8/8/201 9	<u>2021-</u> <u>534720</u>	12/9/20 21	<u>7295953</u>	6/13/20 23	Issued	6/13/202 6 - Due, 4th maintena nce fee	6/13/20 23	
9888- 1008 80-01	U.S.	Provision al	MODULAR BATTERY STACK AND SUPPORT SYSTEM	62/729,852	9/11/20 18	N/A	N/A	N/A	N/A	Expired Provisio nal			

9888-100880-02	PCT		MODULAR BATTERY STACK AND SUPPORT SYSTEM	PCT/US2019/050328	9/10/2019	WO 2020/055809	3/19/2020	N/A	N/A	Expired PCT			
9888-100880-03	Canada	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	3,110,857	9/10/2019	3,110,857	3/19/2020			Pending		8/12/2024	Examination requested 8/12/2024 ; awaiting 1st action
9888-100880-04	China	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	201980059297.X	9/10/2019	112673519	4/16/2021	N/A	N/A	Abandoned		8/10/2023	
9888-100880-05	EPC	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	19861075.0	9/10/2019	3850687	7/21/2021			Pending	6/6/2025 - Due, action response	2/25/2025	Preparing instructions to foreign agent to file response
9888-100880-06	U.S.	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	17/273,696	3/4/2021	2021/0336302	10/28/2021	11,996,531	5/28/2024	Issued	11/28/2027 - Due, 1st maintenance fee	5/28/2024	Patent issued 5/28/2024
9888-106220-01	U.S.	Provisional	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	62/066,185	10/20/2014	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106220-02	U.S.	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL	14/678,074	4/3/2015	2016/0111900	4/21/2016	10,263,436	4/16/2019	Issued	10/16/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022

9888-106220-03	China	Direct	SYSTEM AND APPLICATION S THEREOF ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	201610208153.4	4/1/2016	105939035A	9/14/2016	105939035B	9/21/2018	Abandoned		4/1/2024	Notice of Cessation of Patent Rights issued 11/7/2024
9888-106221-01	PCT		ELECTRICAL ENERGY STORAGE UNIT	PCT/CN2011/071548	3/5/2011	WO 2012/119297	9/13/2012	N/A	N/A	Expired PCT			
9888-106221-02	China	Direct	ELECTRICAL ENERGY STORAGE UNIT	201180065185.9	3/5/2011	103403993A	7/19/2013	103403993B	8/24/2016	Issued	3/5/2025 - Due, maintenance fee	2/12/2024	2024 maintenance fee paid 2/12/2024
9888-106221-03	U.S.	National Stage	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	13/978,689	8/27/2013	2013/0328530	12/12/2013	9,331,497	5/3/2016	Issued	11/3/2027 - Due, 3rd maintenance fee	10/17/2023	2nd maintenance fee paid 10/17/2023
9888-106221-04	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	14/962,491	12/8/2015	2016/0141894	5/19/2016	9,847,654	12/19/2017	Issued	6/19/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 2nd maintenance fee
9888-106221-05	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL	201611110795.7	12/6/2016	106849212	6/13/2017	N/A	N/A	Abandoned			

9888-106221-06	U.S.	Provisional	SYSTEM AND APPLICATION S THEREOF MODULAR, STACKABLE BATTERY ENERGY STORAGE SYSTEM, AND APPLICATION S THEREOF	62/554,881	9/6/2017	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106221-07	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	15/845,598	12/18/2017	2018/0123357	5/3/2018	10,536.007	1/14/2020	Issued	7/14/2027 - Due, 2nd maintenance fee	6/15/2023	1st maintenance fee paid 6/15/2023
9888-106221-08	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	201810422475.8	5/5/2018	108649595A	10/12/2018	108649595B	10/22/2021	Abandoned		5/5/2024	Notice of Cessation of Patent Rights issued 12/11/2024
9888-106222-01	U.S.	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATION S THEREOF	14/105,952	12/13/2013	2015/0165913	6/18/2015	9,168,836	10/27/2015	Issued	4/27/2027 - Due, 2nd maintenance fee	2/17/2023	2023 maintenance fee paid 2/17/2023
9888-106222-02	China	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATION S THEREOF	201410111983.6	3/24/2014	104009530A	8/27/2014	104009530B	11/20/2016	Abandoned		3/24/2024	Notice of Cessation of Patent Rights issued 10/30/2024

9888-106223-01	U.S.	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	14/851,482	9/11/2015	2017/0077559	3/16/2017	9,923,247	3/20/2018	Issued	9/20/2025 - Due, 2nd maintenance fee	9/9/2021	1st maintenance fee paid 9/9/2021
9888-106223-02	China	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	201610816277.0	9/10/2016	107123834	9/1/2017	N/A	N/A	Abandoned		6/25/2021	
9888-106224-01	U.S.	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLER S.	14/851,460	9/11/2015	2017/0077558	3/16/2017	10,122,186	11/6/2018	Issued	5/6/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-106224-02	China	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLER S.	201610816276.6	9/10/2016	106899052	6/27/2017	N/A	N/A	Abandoned		5/28/2021	
9888-106225-01	U.S.	Direct	WARRANTY TRACKER FOR	14/819,779	8/6/2015	2017/0038433	2/9/2017	10,254,350	4/9/2019	Issued	10/9/2026 - Due, 2nd	7/8/2022	1st maintenance fee

			A BATTERY PACK										maintena nce fee		paid 7/8/2022
9888- 1062 25-02	China	Direct	WARRANTY TRACKER FOR A BATTERY PACK	201610569996. 7	7/19/20 16	106199447 A	12/7/20 16	10651994 47B	3/16/20 21	Issued	7/19/202 5 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee		
9888- 1062 26-01	U.S.	Direct	BATTERY ENERGY STORAGE SYSTEM	14/932,688	11/4/20 15	2017/01260 32	5/4/201 7	9,882,401	1/30/20 18	Issued	7/30/202 5 - Due, 2nd maintena nce fee	3/25/20 25	Instructed to pay 1st maintena nce fee		
9888- 1062 26-02	China	Direct	BATTERY ENERGY STORAGE SYSTEM	201610969153. 6	11/4/20 16	106961114 A	7/18/20 17	10696111 4B	7/19/20 19	Issued	11/4/202 5 - Due, maintena nce fee	9/30/20 24	2024 maintena nce fee paid 9/30/2024		
9888- 1062 26-03	U.S.	Continua tion	BATTERY ENERGY STORAGE SYSTEM	15/882,713	1/29/20 18	2018/02339 31	8/16/20 18	10,270,26 6	4/23/20 19	Issued	10/23/20 26 - Due, 2nd maintena nce fee	7/8/202 2	1st maintena nce fee paid 7/8/2022		
9888- 1062 27-01	U.S.	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	14/819,774	8/6/201 5	2017/00406 46	2/9/201 7	10,153,52 1	12/11/2 018	Issued	6/11/202 6 - Due, 2nd maintena nce fee	3/1/202 2	1st maintena nce fee paid 3/1/2022		
9888- 1062 27-02	China	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING	201610569997. 1	7/19/20 16	106154178 A	11/23/2 016	10615417 8B	5/12/20 20	Issued	7/19/202 5 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee		

			ISSUE OR DEFECT										
9888-106228-01	U.S.	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	14/884,463	10/15/2015	2017/0106764	4/20/2017	10,040,363	8/7/2018	Issued	2/9/2026 - Due, 2nd maintenance fee	12/27/2021	1st maintenance fee paid 12/27/2021
9888-106228-02	China	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	201610893636.2	10/13/2016	106816917	6/9/2017	N/A	N/A	Abandoned			File Not Opened Handled directly by Powin / Virgil until abandonm ent
9888-106229-01	U.S.	Provisional	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF	62/340,647	5/24/2016	N/A	N/A	N/A	N/A	Expired Provisional			File Not Opened Handled by Sterne Kessler until expiration
9888-106229-02	U.S.	Direct	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS	15/604,329	5/24/2017	N/A	N/A	N/A	N/A	Abandoned			File Not Opened Handled by Sterne Kessler until abandonm ent

			HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATION S THEREOF										
9888- 1062 30-01	U.S.	Direct	BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2 016	2018/01819 67	6/28/20 18	10,699,27 8	6/30/20 20	Issued	12/30/20 27 - Due, 2nd maintena nce fee	12/12/2 023	1st maintena nce fee paid 12/12/202 3
9888- 1062 31-01	U.S.	Provision al	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	62/645,623	3/20/20 18	N/A	N/A	N/A	N/A	Expired Provisio nal			
9888- 1062 31-02	PCT		MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	PCT/US19/229 92	3/19/20 19	WO 2019/18311 1	9/26/20 19	N/A	N/A	Expired PCT			
9888- 1062 31-03	U.S.	National Stage	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	16/982,449	9/18/20 20	2021/00833 29	3/18/20 21			Allowed		2/25/20 25	Issue Fee paid 2/25/2025 ; awaiting issued patent certificate
9888- 1062 31-04	U.S.	Continua tion	SYSTEMS FOR MONITORING BATTERY	19/075,032	3/10/20 25					Pending		3/10/20 25	Awaiting action from PTO

			PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM										
9888-106232-01	U.S.	Provisional	NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	62/682,453	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106232-02	PCT		NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	PCT/US19/35822	6/6/2019	WO 2019/236869	12/12/2019	N/A	N/A	Expired PCT			
9888-106233-01	U.S.	Provisional	MICROGRID POWER SYSTEM	62/682,527	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106233-02	PCT		MICROGRID POWER SYSTEM	PCT/US19/35838	6/6/2019	WO 2019/236883	12/12/2019	N/A	N/A	Expired PCT			
9888-106233-03	U.S.	National Stage	MICROGRID POWER SYSTEM	16/982,454	9/18/2020	2021/0083505	3/18/2021	11,336,111	5/17/2022	Issued	11/17/2025 - Due, 1st maintenance fee	5/17/2022	
9888-106233-04	U.S.	Continuation	MICROGRID POWER SYSTEM	17/743,134	5/12/2022	2022/0360105	11/10/2022	11,843,278	12/12/2023	Issued	6/18/2027 - Due, 1st maintenance fee	12/12/2023	

9888-106233-05	U.S.	Divisional	MICROGRID POWER SYSTEM	18/525,742	11/30/2023	2024/0258826	8/1/2024	12,212,181	1/28/2025	Issued	7/28/2028 - Due, 1st maintenance fee	1/28/2025	
9888-106766-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	63/295,721	12/31/2021	N/A	N/A	N/A	N/A	Expired Provisional		12/31/2022	Filed PCT 12/30/2022
9888-106766-02	PCT		ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	PCT/US22/54375	12/30/2022	WO2023129735	7/6/2023	N/A	N/A	Pending		7/6/2023	National Phase applications filed in CN and US 6/28/2024
9888-106766-03	China	Utility Model	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	2022800870407	6/28/2024	118476104A	8/9/2024			Pending		2/21/2025	Notification of Entry into Substantive Examination issued 2/21/2025; awaiting 1st OA
9888-106766-04	U.S.	National Stage	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	18/725,710	6/28/2024					Pending		2/26/2025	Awaiting action from PTO; Acceptance of National Stage Application received 2/26/2025; awaiting 1st OA
9888-108364-01	U.S.	Provisional	HVAC SERVICING CARRIER	63/419,262	10/25/2022	N/A	N/A	N/A	N/A	Expired Provisional		10/25/2023	No non-provisional application

9888-108365-01	U.S.	Provisional	UNIFORM TEMPERATURE TUNED SINGLE HEATSINK FOR AIR-COOLED BATTERY APPLICATIONS	63/405,266	9/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	9/9/2023	No non-provisional application is to be filed
9888-108366-01	U.S.	Provisional	BATTERY CELLS WITH VENTING INDICATORS	63/430,211	12/5/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/5/2023	No non-provisional application is to be filed
9888-108649-01	U.S.	Provisional	AUXILLIARY LOAD OPTIMIZATION			N/A	N/A	N/A	N/A	Unfiled - In Progress		
9888-108651-01	U.S.	Provisional	CONTROL SYSTEM FOR AIR-COOLED ENCLOSURE-BASED BATTERY ENERGY STORAGE SYSTEMS	63/431,629	12/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/9/2023	Filed non-provisional 12/14/2022
9888-108651-02	U.S.	Utility	ACTIVE FAN BALANCING	18/081,524	12/14/2022	2024/0194968	6/13/2024			Pending	6/13/2024	Awaiting action from the PTO
9888-108652-01	U.S.	Provisional	BATTERY OPTIMIZATION PLATFORM			N/A	N/A	N/A	N/A	Unfiled - Not Proceeding		

9888-108653-01	U.S.	Provisional	BATTERY STATE OF CHARGE ESTIMATION	63/451,512	3/10/2023	N/A	N/A	N/A	N/A	Expired Provisional	3/10/2024	Non-provisional application filed 4/21/2023
9888-108653-02	U.S.	Utility	BATTERY STATE OF CHARGE ESTIMATION	18/137,362	4/20/2023	2024/0302439	9/12/2024			Pending	9/12/2024	Awaiting action from the PTO
9888-108736-01	U.S.	Provisional	STACKABLE LADDER TRAY	63/417,981	10/20/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/20/2023	Instructed not to file a non-provisional application
9888-110581-02	PCT											
9888-110662-01	China	Utility Model	DETATCHABLE ENERGY STORAGE DEVICE	2.01521E+11	9/2/2015			205039186	2/17/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110663-01	China	Utility Model	OUTDOOR CHARGING PILE	2.01521E+11	9/2/2015			204967341	1/13/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110664-01	China	Utility Model	NOVEL BATTERY MODULE	2.01521E+11	10/19/2015			205039192	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110665-01	China	Utility Model	LONG DISTANCE TRANSMISSION I2C BUS COMMUNICATION INTERFACE CIRCUIT	2.01521E+11	10/19/2015			205427840	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee

9888-110666-01	China	Utility Model	BATTERY PACK INTEGRATED SYSTEM	2.01521E+11	10/19/2015	205039193	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110667-01	China	Utility Model	AIR-COOLED BATTERY MODULE STRUCTURE	2.01521E+11	10/19/2015	205039221	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110668-01	China	Utility Model	COMBINED BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015	205159415	4/13/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110669-01	China	Utility Model	BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015	205092284	3/16/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110670-01	China	Utility Model	FIRE FIGHTING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	2015211324080	12/30/2015	205434759	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110671-01	China	Utility Model	MONITORING DEVICE FOR ELECTRICITY STORAGE CONTAINER	2015211329008	12/30/2015	205428090	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110672-01	China	Utility Model	COOLING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	201521135094	12/30/2015	205454348	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110673-01	China	Utility Model	NOVEL INTEGRATED HIGH-VOLTAGE ENERGY STORAGE CABINET SYSTEM	2020212847039	7/3/2020	212435439	1/29/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee



9888-110674-01	China	Utility Model	QUICK GRADING SYSTEM FOR ECHELON BATTERY	2020212936916	7/3/2020	212810381	3/26/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110675-01	China	Utility Model	LITHIUM BATTERY PACK PROTECTION DEVICE	2020214170066	7/17/2020	212342721	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110676-01	China	Utility Model	AIR COOLING STRUCTURE OF LITHIUM BATTERY PACK	2020214170070	7/17/2020	212342694	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110677-01	China	Utility Model	LITHIUM BATTERY PACK ISOLATION STRUCTURE	2020214182152	7/17/2020	212342716	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110678-01	China	Utility Model	ANTI-FALLING LITHIUM BATTERY PACK SHELL	202021418240	7/17/2020	212342740	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110679-01	China	Utility Model	HEAT PRESERVATION DEVICE FOR LITHIUM BATTERY PACK	2020214300619	7/20/2020	212342695	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110680-01	China	Utility Model	BOX BODY SEALING STRUCTURE OF LITHIUM BATTERY PACK	2020214300623	7/20/2020	212342756	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110681-01	China	Utility Model	EXTERNAL DUSTPROOF STRUCTURE OF LITHIUM	2020214301039	7/20/2020	212342722	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee

9888-110682-01	China	Utility Model	BATTERY PACK LITHIUM BATTERY PACK CONNECTING SHEET STRUCTURE	2020214301433	7/20/2020	212342768	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110683-01	China	Utility Model	SOFT PACKET OF LITHIUM CELL GROUP PACKAGE ASSEMBLY	2020214320186	7/20/2020	212342718	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110684-01	China	Utility Model	POWER LITHIUM BATTERY PACK CONNECTING STRUCTURE	202021418228	7/17/2020	212342717	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110685-01	China	Utility Model	VENTILATION DEVICE FOR LITHIUM BATTERY PACK	202021430140	7/20/2020	212342662	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110832-01	China	Utility Model	ACTIVE-BALANCING BATTERY MANAGEMENT SYSTEM FOR SMART PHOTOVOLTAIC LOW-SPEED ELECTRIC VEHICLES	2018209306393	6/11/2018	208353021	1/8/2019	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110833-01	China	Utility Model	ELECTRIC ENERGY STORAGE LITHIUM BATTERY PACK WITH	2019216036675	9/25/2019	210200916	3/27/2020	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			EFFICIENT HEAT DISSIPATION									
9888-1113 59-01	China	Utility Model	LONG-DISTANCE TRANSMISSION 12C BUS COMMUNICATION INTERFACE CIRCUIT	201510712605 8	10/19/2015	105243045A	1/13/2016			Abandoned	12/10/2024	Instructed not to file a response
9888-1114 63-01	China	Utility Model	SAFETY EXPLOSION-PROOF STRUCTURE OF STORAGE BATTERY	202223477461 7	12/26/2022			218975640U	5/5/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-1114 64-01	China	Utility Model	THERMAL RUNAWAY PROTECTION STRUCTURE FOR STORAGE BATTERY	202223485871 6	12/27/2022			218939821U	4/28/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-1114 65-01	China	Utility Model	UNIFORM HEAT DISSIPATION STRUCTURE FOR ENERGY STORAGE PRODUCT MODULE	202223511639 5	12/28/2022			218957854U	5/2/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-1114 66-01	China	Utility Model	AN OUTDOOR MULTI-FUNCTIONAL POWER SUPPLY	202223444376 0	12/22/2022	N/A	N/A	N/A	N/A	Abandoned	8/1/2023	Assignment to Powin, LLC was not recorded as application lapsed after


								rejection in Aug. 2023
9888- 1114 67-01	China	Utility Model	AN OUTDOOR POWER STATION WITH GOOD HEAT DISSIPATION PERFORMAN CE	202223458695 7	12/23/2 022	Abando ned	5/23/20 24	Instructed not to file a response
9888- 1133 31-01	China	Utility Model	COOLING PLATES FOR BATTERIES	202520248674 7	2/14/20 25	Pending	2/14/20 25	Awaiting 1st action from CNIPA
9888- 1133 31-02	U.S.	Provision al	COOLING PLATES FOR BATTERIES			Not Yet Filed		Awaiting confirmati on of named Applicants
9888- 1135 14-01	U.S.	Provision al	SYSTEMS AND METHODS FOR PASSIVE BALANCING OF BATTERY PACKS			Not yet filed	3/31/20 25	Draft applicatio n sent for review 3/31/2025

(ii) TRADEMARKS

KS Ref. No.	Country	Mark Name	Class	Goods/Services	Application No.	Filing Date	Reg. No.	Reg. Date	Sec. 8&15 Dec. (US only)	Renewal	Status	Comments
10493-109105-01	USA		9	Electric control devices for energy storage; electric power converters; electrical storage batteries	97/612,451	9/29/2022					Abandoned	owned by GPTECH, Inc.
10493-109964-01	USA		9	Electric control devices for energy storage; electric power converters; electrical storage batteries	86/410,268	10/1/2014	4,819,603	9/22/2015		9/22/2025	Registered (owned by GPTECH USA, Inc.)	Section 7 Request to Amend owner to reflect GPTECH, Inc. granted by USPTO
9888-100566-01	USA	STACK	9	Modular Energy Storage System For Providing Electrical Power	87/873,439	4/11/2018					Abandoned	

9888- 100567- 01	USA	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	87/87 3,442	4/11/20 18	5,712,492	3/2/201 9	4/2/202 5 (filed)	4/2/202 9	Registere d
			Class 42: Engineering services; electrical systems design services; design and integration of battery systems							



9888-100567-02	Canada	9, 37, 42	Class 9: Electric storage batteries; general purpose batteries; grids for batteries; charging stations for electric vehicles	1,897, 913	5/7/2018	TMA1,106, 334	8/9/2021	8/9/2031	Registered
			Class 37: Installation of battery systems						
			Class 42: Design, planning and engineering of electrical storage batteries; electrical engineering; mechanical engineering; electrical systems design services; design and development						

of battery
systems

9888- 100567- 03	China	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power-	A007 5614	5/4/201 8	1414675	5/4/201 8	5/4/202 8	Registere d via Internati onal Registrati on No. 1414675.	Request to Cancel Registrat ion filed by third party. No further action to be taken in matter. Registrat ion should eventual ly be
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charging
stations

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Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-
100567-
66 Madrid
(covering
China)

9, 42

Class 9:
Energy
storage
systems
comprised of
electrical
storage
batteries for
commercial,
residential
and vehicle-
power
charging
station
purposes,
including
automobile
power-
charging
stations

A007
5614

5/4/201
8

1414675

5/4/201
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5/4/202
8

Registere
d via
Internati
onal
Registrati
on No.
1414675.



Class 42:

Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-105002-01	USA	STACKOS	Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105003-01	USA	STACKOS+	Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105004-01	USA	MAKING STORAGE SIMPLE	Unfiled - In Progress	Awaiting instructions to file.

9888-111969-01	USA	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	98/63 5,099	7/5/2024	Pending	Suspended pending outcome of US App. No. 98329935 for POWIN filed by Powin Information Technology Inc.; KMH to call Examiner re same
9888-111970-01	USA	AEGIS					Unfiled - Not Proceeding	
9888-111971-01	USA	ATLAS					Unfiled - Not Proceeding	
9888-112030-01	USA	NEXUS					Unfiled - Not Proceeding	
9888-112031-01	USA	CONNECT					Unfiled - Not Proceeding	

9888-105656-01	USA	CENTIPEDE	9	Modular battery storage systems consisting primarily of utility-scale batteries in enclosures for providing electrical power for electricity grid applications	88/16 4,245	10/22/2018	6,639,559	2/8/2022	2/8/2028	2/8/2032	Registered
9888-105689-01	USA	POWIN ENERGY	11, 42	Class 11: Lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	86/52 1,596	2/2/2015	4,865,706	12/8/2015	12/8/2021 (filed)	12/8/2025	Registered

9888-105805-01	USA	POWIN ENERGY	9	Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	86/29 9,545	1/5/201 6	4,882,384	1/5/201 6	1/5/202 2 (filed)	1/5/202 6	Registered
9888-105848-01	USA	BUILDING THE WORLD'S BEST BATTERIES	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	90/53 1,355	2/16/20 21					Abandoned

charging
stations

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 106715- 01	USA	POWIN STACK	9	Modular energy storage system for managing electrical power comprised of battery cells and an electronic regulator that monitors and controls the charging and discharging of rechargeable batteries	90/80 4,882	6/30/20 21	Abandon ed	Applicati on was allowed; instructe d to take no further action
9888- 108632- 01	USA	LEADING THE CHARGE					Unfiled - Not Proceedi ng	

9888-108633-01	USA	ENERGY STORAGE MADE SIMPLE	9, 42	Class 42: Engineering services; electrical systems design services; design and integration of battery systems	97/48 2,368	6/29/20 22	7,559,905	11/5/20 24	11/5/20 30	11/5/20 34	Registered
9888-108634-01	USA	BUILDING THE FUTURE OF ENERGY									Unfiled - Not Proceeding
9888-108890-01	USA	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	97/55 9,144	8/22/20 22	7,222,099	11/21/20 23	11/21/20 29	11/21/20 33	Registered
				Class 11:							

lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 66	Internatio nal Registrati on	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 02	Afghanista n (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 03	OAPI (via Madrid) **OAPI includes Benin, Burkina Faso, Cameroon , the Central African Republic, Chad, the Comoros, the Congo, Côte d'Ivoire, Equatorial Guinea,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Gabon,
Guinea,
Guinea-
Bissau,
Mali,
Mauritani
a, the
Niger,
Senegal,
and Togo

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 04	Albania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 05	Algeria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 06	Antigua and Barbuda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
 lighting
 fixtures

Class 42:
 Engineering
 services;
 electrical
 systems
 design
 services;
 design and
 integration of
 battery
 systems

9888- 108890- 07	Armenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 08	Australia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	Pending: Provision al Refusal issued; response due 11/18/25
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 09	Austria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 10	Azerbaijan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 11	Bahrain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 12	Belarus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 13	Belgium (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Included in Benelux.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 14	Bhutan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 15	Bosnia and Herzegovina (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 16	Botswana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 17	Brazil (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/19 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 18	Brunei Darussala m (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/19 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 19	Bulgaria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 20	Cape Verde (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/19 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 21	Cambodia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 22	Canada (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	Pending; Office Action issued; Response due 7/15/202 5
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 23	Chile (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 24	China (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 20	Abandon ed
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 25	Colombia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 26	Croatia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 27	Cuba (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 28	Cyprus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 29	Czech Republic (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 30	North Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 31	Denmark (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 32	Egypt (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 33	Estonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 34	Eswatini/S waziland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 35	European Union (via Madrid) **Europe an Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Hungary,
Ireland,
Italy,
Latvia,
Lithuania,
Luxembou
rg, Malta,
Netherlan
ds,
Poland,
Portugal,
Romania,
Slovakia,
Slovenia,
Spain and
Sweden

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 36	Finland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power-	A012 6879	8/31/20 22	Abandon ed
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charging
stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 37	France (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 38	Gambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 39	Georgia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 40	Germany (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 41	Ghana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 42	Greece (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 43	Hungary (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 44	Iceland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 45	India (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	Pending
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 46	Indonesia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 47	Iran (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 48	Ireland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 49	Israel (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 50	Italy (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 51	Jamaica (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 52	Japan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 53	Kazakhstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 54	Kenya (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 55	Kyrgyzstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 56	Laos (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 57	Latvia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 58	Lesotho (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 59	Liberia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 60	Liechtenst ein (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 61	Lithuania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 62	Luxembou rg (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Included in Benelux.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 63	Madagasc ar (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 64	Malawi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 65	Malaysia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 67	Mexico (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 68	Monaco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 69	Mongolia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 70	Monteneg ro (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 71	Morocco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 72	Mozambi que (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 73	Namibia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 74	Netherlan ds (via Madrid) **Netherl ands includes Netherlan ds, Aruba, Curaçao and St Maarten	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Included in Benelux.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 75	New Zealand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 76	Macedoni a (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 77	Norway (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
 lighting
 fixtures

Class 42:
 Engineering
 services;
 electrical
 systems
 design
 services;
 design and
 integration of
 battery
 systems

9888- 108890- 78	Oman (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 79	Pakistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 80	Philippine s (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 81	Poland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 82	Portugal (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	A012 6879	8/31/20 22	Abandon ed
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Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-83	Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Electrical Engineering services; engineering services relating to the design of electronic systems; engineering services for						

others;
engineering
services in the
field of
electrical
power;
engineering
services
relating to
computer
programmin;
engeneering
services
related to the
disign of
energy
storage
systems;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-84	Moldova (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
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9888-108890-85	Romania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
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9888-108890-86	Russia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-87	Rwanda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-88	Samoa (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-89	San Marino (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-90	Sao Tome & Principe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-91	Serbia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-92	Sierra Leone (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-93	Singapore (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
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9888-108890-94	Slovakia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-95	Slovenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-96	Spain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	Abandoned
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9888-108890-97	Sudan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-98	Sweden (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240. (Classes 9 & 42 refused)
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9888-108890-99	Switzerland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240
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9888-108914-01	Syria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.
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9888-108914-02	Tajikistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
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9888-108914-03	Thailand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	Pending
				Class 11: lighting fixtures			
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems			

9888-108914-04	Trinidad and Tobago (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registrati on No. 1687240
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9888-108914-05	Tunisia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-06	Turkey (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-07	Turkmenistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.
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9888-108914-08	Ukraine (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-09	United Arab Emirates (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-10	United Kingdom (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240.
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9888-108914-12	Uzbekistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240
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9888- 108914- 13	Vietnam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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9888-108914-14	Zambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-15	Zimbabwe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-16	South Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.
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9888-108914-17	Benelux (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registrati on No. 1687240. Includes Belgium, the Netherlands and Luxemburg
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9888-111969-66	International Registration	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024	1837077	12/30/2024	12/30/2034	Registered
9888-111969-02	Australia (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024				Pending: Provisional Refusal issued; response due 5/25/26
9888-111969-03	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland,	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024				Pending Published for opposition (ends 6/10/2025)

France,
 Germany,
 Greece,
 Hungary,
 Ireland,
 Italy,
 Latvia,
 Lithuania,
 Luxembou
 rg, Malta,
 Netherlan
 ds,

9888- 111969- 04	United Kingdom (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2 024	Pending; approved for publicati on
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(iii) DOMAIN NAMES

Domain Name	Owner	Registrar	Renewal Date
p0v1n.com	Powin LLC	GoDaddy	4/16/2026
p0v1n.com	Powin LLC	GoDaddy	4/16/2026
p0v1n.com	Powin LLC	GoDaddy	4/16/2026
p0w1n.com	Powin LLC	GoDaddy	4/16/2026
p0win.com	Powin LLC	GoDaddy	4/16/2026
p0wln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.com	Powin LLC	GoDaddy	4/16/2026
powln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.au	Powin LLC	GoDaddy	3/29/2028
powin.biz	Powin LLC	GoDaddy	1/9/2026
Powin.com	Powin LLC	GoDaddy	11/30/2025
powinchina.com	Powin LLC	GoDaddy	11/8/2027
powinenergy.com	Powin LLC	GoDaddy	4/11/2026
powinrr.com	Powin LLC	GoDaddy	4/16/2026
powintest.com	Powin LLC	GoDaddy	3/18/2026

(iv) All other Intellectual Property owned by the Sellers, including:

- a. Source code and related documentation for:
 - i. Stack OS = EMS = Dragon = Site Controller
 - ii. BMS = Local Controller = Phoenix
 - iii. String Controller = Rack BMS
 - iv. Pack Controller = Module BMS
 - v. Thermal management = Feather
 - vi. Kobold
 - vii. CCUI
 - viii. Product Configurator (v1 and v2)

- ix. Cell Group Controller - CGC Firmware
- x. Battery Pack Controller - BPC hardware and firmware
- xi. Long PLC - for HVAC control
- xii. Powin Cloud Infrastructure
- xiii. Powin Optimization Platform - POP
- xiv. System Ops Dashboard (built on Databricks)
- xv. Issue Navigator
- xvi. Battery Diagnostics
- xvii. Gatekeeper
- xviii. SC Debug Utility
- xix. BPC Debug Utility
- b. Software-related assets (including Intellectual Property), including:
 - i. Git actions
 - ii. Ansible, Terraform and CDK playbooks
 - iii. CI/CD configurations
 - iv. Test pipeline automation
 - v. All domain names owned by Powin, including all content thereon and all necessary access and transfer credentials therefor
 - vi. Assumption of the following IT systems, including related credentials:
 - 1. Amazon Web Services org
 - 2. Slack
 - 3. Sharepoint
 - 4. Atlassian (Confluence, Jira, Bitbucket)
 - 5. Arena PLM
 - 6. DataBricks
 - 7. Zuper
 - 8. Kobold
 - 9. HighQ
 - 10. ZenDesk
 - 11. PowerBi
 - 12. Salesforce
- c. Hardware-related assets (including Intellectual Property), including:
 - i. Products (including any subcomponents)
 - 1. Powin Container
 - 2. Powin Centipede
 - 3. Powin Pod
 - ii. Related Documentation

1. Mechanical drawings
 2. 3D CAD models
 3. Bills of material (BOMs)
 4. Manufacturing SOPs
 5. Revision history
 6. Contract manufacturing partner agreements
 7. Container designs
- iii. Firmware related to the foregoing
- d. All documentation and Records related to Powin's operations, including:
 - i. ROC / Performance
 1. All Root Cause Analyses (RCAs) / quality reports and supporting documentation
 2. Full remote site connection catalogue (BeyondTrust + customer specific connections)
 3. All historical performance documentation (analytics reports, availability, SOH)
 - ii. All project documentation (drawings, POs, network designs, control narratives)
 - iii. All network documentation
 - iv. All supplier details and information
 - v. All SOPs
 - vi. ASP Portfolio bids
 - vii. Services playbook with all relative links
 - viii. Services Confluence page with all relative links
 - ix. Balancing procedure
 - x. Commissioning Procedure
 - xi. PM Checklists per site
 - xii. Technical Training curriculum and documentation
 - xiii. Technical Training offerings
 - xiv. Customer / client spreadsheet, including all related information (e.g., PCS, length of time in service, etc.)
 - xv. Pricing and cost worksheet
 - xvi. All data contained in Powin's Slack channels
 - e. Others:
 - i. Cell Group Controller - CGC Firmware
 - ii. Battery Pack Controller - BPC hardware and firmware
 - iii. Long PLC - for HVAC control
 - iv. Powin Cloud Infrastructure
 - v. Redis
 - vi. Apache Airflow
 - vii. Powin Optimization Platform – POP

- viii. System Ops Dashboard (built on Databricks)
- ix. Issue Navigator
 - x. Battery Diagnostics
- xi. Rodbus and JlibModbus
- xii. Gatekeeper
- xiii. Proxmox
- xiv. Syslogd
 - xv. Google Protobuf
- xvi. SC Debug Utility
- xvii. BPC Debug Utility

Schedule 2.1(d)

EQUIPMENT, LEASEHOLD IMPROVEMENTS; MACHINERY

<u>Included Warehouses & 3PLs</u>	<u>Classification</u>
Hub @ 202 Ownco (Mesa), Incl Fixed Assets	Powin Warehouse
Lu Pacific Properties, LLC (Tualatin), Incl Fixed Assets	Powin Warehouse
RH	3PL
8 Loop	3PL
Trivergix	3PL
OneSource	3PL
Welldex	3PL
SourceOne	3PL
ATS	3PL
American Lamprecht	3PL
Prolift	3PL
Expeditors	3PL

Mesa Fixed Assets

Matrix Networks - Wireless Survey	Mesa, AZ
Matrix Networks - Quote 7770 Arizona Warehouse	Mesa, AZ
Signtastic - Non-illuminated signage P = 5' tall, Powin = 16" tall	Mesa, AZ
Integrity Electrical Services Company - Electrical work for Mesa Warehouse. Adding outlets in office and warehouse	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Southwest Mobile Storage (SMS) - 40' Custom Container	Mesa, AZ
Arnold Machinery Company - Ride on Scrubber	Mesa, AZ
Installation of Mesa Brivo Access Control System	Mesa, AZ
BPA Services, intall door access control to mesa warehouse	Mesa, AZ
Signtastic - Non-illuminated signage P = 5' tall, Powin = 16" tall (Second Payment PPE-317)	Mesa, AZ
Arnold Machinery Company - Pallet Racking 25' Selective Rack	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Solar Art - Warehouse Window Tinting	Mesa, AZ
Integrity Electrical Services Company - Warehouse Electrical Panel, Transformer Circuits (Mesa)	Mesa, AZ

Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ

Tualatin Fixed Assets

750kVa Dry-Type Transformer	Tualatin, OR
Expedited Shipping	Tualatin, OR
VAVE Implementation	Tualatin, OR
Powin - Construction - Powin LLC FINAL	Tualatin, OR
Reclass Metro Access Control Invoice 226847	Tualatin, OR
Reclass Metro Access Control Invoice 227349	Tualatin, OR
Reclass Metro Access Control Invoice 226991	Tualatin, OR
6th Fl Double Storefront Herculite Glass Doors w/ Dual Maglocks	Tualatin, OR
4ea (\$10,000) Expedited Fee for delivery in less than 6 months	Tualatin, OR
4ea (\$65,000.00) CAB1000/AC Outdoor Rated 630/690V, 3L.2 Options: +GND FAULT, +GFD RES	Tualatin, OR
4ea (\$2000) Handling & Crating	Tualatin, OR
INV# 180731-07	Tualatin, OR
INV# 180731-07	Tualatin, OR
PO-2868 (April Progress Billing)	Tualatin, OR
PO-2868 (May Progress Billing)	Tualatin, OR
PO-2868 (June Progress Billing)	Tualatin, OR
Project 180731 CCN#2 (see attached)	Tualatin, OR
1119057-00 TestEquity LLC Line Item 1 on Quote: FLUKE-NORMA 6004 POWER QUALITY PORTABLE POWER ANALYZER WITHOUT SPEED & TORQUE,FOURCHANNEL MFG Prod: FLUKE-NORMA 6004	Tualatin, OR
Sheldon Manufacturing, Inc - 120V INCUBATOR - SMI31-ZZMFG	Tualatin, OR
Furniture & Fixtures (35) Vex Chairs	Tualatin, OR
1980004-001 Design + Build Design + Build	Tualatin, OR
1980004-002 Design + Build RE: Powin - Construction - Powin LLC. Powin Construction project #1980004, Application 002.	Tualatin, OR
1980004-003 Design + Build RE: Powin - Construction - Powin LLC	Tualatin, OR
9714035095 Celestica Oregon LLC Top-Cap HVAC Enclosure Design	Tualatin, OR
1980004-005 Design + Build RE: Powin - Construction - Powin LLC	Tualatin, OR
146172 Encompass Technologies Encompass Technologies	Tualatin, OR
0220367 Rose City Moving & Storage Rose City Moving & Storage	Tualatin, OR
C220414-PWI Bergstrom China Shipping	Tualatin, OR
C220414-PWI Bergstrom China This is for 4 prototype HVAC units	Tualatin, OR

C2280066-PWI Bergstrom China Tooling for Case Upper& Bottom	Tualatin, OR
1980004-004 Design + Build RE: Powin - Construction - Powin LLC	Tualatin, OR
JPMCC - ESCHENBRENNER JASON - WALMART.COM AA	Tualatin, OR
MARCH PROGRESS BILLING	Tualatin, OR
January Progress billing PO-2868	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
CPS-1500 Energy Storage Inverter (including all tariffs	Tualatin, OR
Conference Table	Tualatin, OR
Conference Table	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Crimper tool for the Lab to use for Crimping cables, etc.	Tualatin, OR
Crimper tool for the Lab to use for Crimping cables, etc.	Tualatin, OR
Furniture & Fixtures Tualatin Office	Tualatin, OR
Dynapower Company - Compact Power System Inverter - INV-CPS	Tualatin, OR
Make: Instek Model: ASR-2100R https://www.tequipment.net/Instek/ASR-2100R/AC/DC-Power-Supplies/?Source=googleshopping&msclkid=8928a126524b11ec8ecbd60666e19a6a	Tualatin, OR
Inverter, Compact Power System	Tualatin, OR
Dynapower Company - Compact Power System Inverter - INV-CPS	Tualatin, OR
CPS-1500, outdoor rated, for Finway lab	Tualatin, OR
Stack 360 FAT stations (Finway office)	Tualatin, OR
Auxiliary voltage inputs	Tualatin, OR

Design & Planning Services for Tualatin Office Remodel by Design+Build	Tualatin, OR
Stack 750E Test Equipment from Finway w/Freight	Tualatin, OR
Sunbelt Soloman 275KVA Dry Type Transformer for R&D	Tualatin, OR
EA-PSB 10200-420 30,000W Bidirectional Power Supply	Tualatin, OR
2 x SMI31-ZZMFG SMI31 INCUBATOR, 120V CUSTOM	Tualatin, OR
2 x SMI31-ZZMFG SMI31 INCUBATOR, 120V CUSTOM	Tualatin, OR
Mouser 372-DSOX3014T-USWW Oscilloscope w/Mouser 372-EDU36311A-USWW Power Supply	Tualatin, OR
ULINE H-1675 Semi-Automatic Stretch Wrap Machine w/ULINE H-1071 Optional Ramp	Tualatin, OR
ETAP License for SA 300 BUS Upgrade	Tualatin, OR
Weiss Technik- Test chamber	Tualatin, OR
Dell OptiPlex 7090 Desktop i5/16GB	Tualatin, OR
2019 Nissan Leaf SL (Blake Frye)	Tualatin, OR
Transcat Battery HI tester	Tualatin, OR
Alled Electronic Oscilloscope Probe 1.5GHz	Tualatin, OR
16in Macbook- Adam Ducharme	Tualatin, OR
Sheldon Manufacturing- Incubators	Tualatin, OR
Elektro Automatik EA-PSI	Tualatin, OR
ETAP License for SA 300 BUS	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- RBT 60V-300A, 8ch	Tualatin, OR
Arbin Instruments- RBT 60V-300A, 8ch	Tualatin, OR
Fluke- 3540	Tualatin, OR
EMS Panel	Tualatin, OR
Powin Energy HVAC Control	Tualatin, OR
Stack 230 G2.2, 180A/180A current, 528V~ 964VDC, AC 220V	Tualatin, OR
Stack 225 G2.2, 180A/180A current, 528V~ 964VDC, CATL 271Ah cell, AC 110V	Tualatin, OR
Solidworks Professional Subscriptions	Tualatin, OR
ARM- MDK Professional Edition Perpetual license	Tualatin, OR
Lenovo ThinkPad P59 Mobile Workstation	Tualatin, OR
HP Z4 G4 Workstation	Tualatin, OR
Lenovo ThinkPad P73 Mobile Workstation	Tualatin, OR

Stack 230	Tualatin, OR
Eaton Cutler Hammer	Tualatin, OR
ARK Computer	Tualatin, OR
Lenovo ThinkPad P73 Mobile Workstation	Tualatin, OR
Apple Computer	Tualatin, OR
PE Website design	Tualatin, OR
Arbin Battery Charger	Tualatin, OR
Arbin Battery Charger	Tualatin, OR
Stack 225	Tualatin, OR
PE Website design	Tualatin, OR
Gen 2. 0 Stack 140	Tualatin, OR
Christenson Electric, Inc.	Tualatin, OR
PE Website design	Tualatin, OR
BT-5HC-5V-100A-4; TOTAL CH:4 + CABLE/AUX	Tualatin, OR
Test Equipment- Oscilloscope	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Fiber Data	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Fiber Data	Tualatin, OR
PO-6849 - Lab Renovations Phase 1A - Provide and install 1 Fiber Termination box, provide 1 single strand FO to existing lab.	Tualatin, OR
Architectural consulting services for lab budget and code analysis. Preparation for AHJ engagement. Part of the cost has already been billed out and paid. Our remaining due is 6,137.71	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
Speedrack West - 9 Rows of Pallet Rack	Tualatin, OR
On Logic - Mitac 21.5" Thin Industrial Panel PC - D210-11KS	Tualatin, OR
Sizing Tool V1	Tualatin, OR
Cornerstone Web Studio - Website design	Tualatin, OR
Six Feet Up - Sizing Tool v2.0 Implementation	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - 2 Stack 360 Test Bed	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Auxiliary Power Panel	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Design / Permits	Tualatin, OR
Lab Centipede A/C Units. Added(4) 30A 120v circuits add NEMA L5-30 twist lock receptacles for Centipede A/C units.	Tualatin, OR
Relocate water main and backflow device in lab	Tualatin, OR
Capitol Electric - Tualatin Lab Data Drop (Boxes/Conduit/Cabling/Patch Panel/) 39 Data Locations	Tualatin, OR
EKS buss bar connections for lab expansion phase 1A	Tualatin, OR

Capitol Electric - Tualatin Lab Data Drop RMA Work Stations	Tualatin, OR
Asset - Buildings & Improvements. PO-6657. Added work per Jeff Lerno - Move 2 centipedes from old lab to new lab on 3/6. Added work per Jeff Lerno - move SMA Inverter from existing lab to new lab on 3/13	Tualatin, OR
Keysight Technologies - Oscilloscope, 4-channel 100MHz - DSOX3014T	Tualatin, OR
Speedrack West - 3 Rows of Pallet Rack	Tualatin, OR
Speedrack West - Replace wood decking with wire decking	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Centipede Stack 750 Test Bed	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Centipede Stack 750 Test Bed	Tualatin, OR
Arbin Instruments - 80 Auxiliary Voltage Inputs +/-5V	Tualatin, OR
EPC Power Corp - DC Precharge Bracket - CAB1000	Tualatin, OR
EPC Power Corp - DC Precharge Bracket - CAB1000	Tualatin, OR
EPC Power Corp - DC Precharge Bracket - CAB1000	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
PO-4213 - 2000A 480V Manual Transfer Switch	Tualatin, OR
PO-4213 - General Purpose Dry-Type Transformer - 450kVA	Tualatin, OR
PO-4213 - General Purpose Dry-Type Transformer - 450 kVA	Tualatin, OR
Tualatin Remodel - Tualatin Remodel	Tualatin, OR
PO-5647 - Securty fence for RMA stored goods	Tualatin, OR
An extra injection point needs to be added to have a good mold flow for a plastic tool P10900-07000-213	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Fortinet FortiGate 90G - FG-90G-BDL-950-3	Tualatin, OR
Tech Heads - Fortinet FortiGate 90G - FG-90G-BDL-950-3	Tualatin, OR
Indoor and Outdoor Cameras, Mounts, Viewing Stations and Licenses	Tualatin, OR
Capital Electric - AC/DC Wiring Connections Centipede 1&2	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR

Experience Knowledge Strategy (EKS) - PPC for Waratah Test Bench	Tualatin, OR
Grainger - Hand Wheel Stand 250LB - FGS-250W	Tualatin, OR
Capitol Electric - 500kva Solar Duty Transformers/Disconnects	Tualatin, OR
Capitol Electric - 500kva Solar Duty Transformers/Disconnects	Tualatin, OR
Capitol Electric - 500kva Solar Duty Transformers/Disconnects	Tualatin, OR
Capitol Electric - 1000kva Transformer/Disconnect	Tualatin, OR
Finway - Hardware Test Kit for 750 String Controller	Tualatin, OR
Rack Lift Offroad Wheels	Tualatin, OR
Rack Lift Offroad Wheels	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
2X-INV-CPS Inverter. Compact Power System	Tualatin, OR
Experience Knowledge Strategy (EKS) - Redundancy PPC	Tualatin, OR
Bull Mountain Heating and Cooling - Mitsubisih Electric Air Conditioner - PUY-A18NKA7	Tualatin, OR
Bull Mountain Heating and Cooling - Mitsubisih Electric Air Conditioner - PUY-A18NKA7	Tualatin, OR
Asset - Machinery, Tooling & Equipment	Tualatin, OR
Weiss Technik - Test Chamber - ZPS-32-6-SCT/AC	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
12 Grey conference room chairs for field office	Tualatin, OR
Office and Commerical Furniture	Tualatin, OR
Capitol Electric - Testbed 4 Installation	Tualatin, OR
Capitol Electric - Testbed 5 Installation	Tualatin, OR
Capitol Electric - Testbed 7 Installation	Tualatin, OR
Capitol Electric - Testbed 8 Installation	Tualatin, OR
Capitol Electric - Collection Segment Feeder	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
Tualatin Remodel - Tualatin Remodel	Tualatin, OR
Curcuits Added to Building_Tualian Warehouse_Invoices=90381_90600_90601	Tualatin, OR
MCPc - Dell PowerEdge R550 Server - E-B-00412	Tualatin, OR
Capitol Electric - Switchgear Breakers	Tualatin, OR
Weiss Technik North America - Test Chamber - ZP2421461	Tualatin, OR
EMC Shop - Surge4-5 Combo Wave Generator for IEC - 61000-4-5	Tualatin, OR
EPC Inverter	Tualatin, OR

EPC Inverter

Tualatin, OR

Schedule 2.2(j)

EXCLUDED ASSETS OF POWIN EKS SELCO LLC

Minority equity interests (20%) of EKS Holdco, LLC held by Powin EKS SellCo LLC.

Schedule 2.6

ASSUMED CONTRACT LIST

None.

Schedule 5.3

CONDUCT OF BUSINESS

1. Matters not impacting the Business (i.e., rejection of contracts and abandonment of property for other Powin historical business lines that are unrelated to the Business).
2. Implementation of the LTSA Program, as defined in that certain Order Granting Motion of The Debtors for Entry of an Order (I) Authorizing the Debtors to Enter into New Customer Program with Existing Customers and (II) Granting Related Relief approved by the Bankruptcy Court on June 13, 2025 under Docket number 62; provided, however, that the Sellers may not enter into any Contract in connection with the LTSA Program without obtaining Buyer's consent in accordance with Section 5.3 of the Agreement.

DISCLOSURE SCHEDULE

to the

ASSET PURCHASE AGREEMENT

by and among

FLEXGEN POWER SYSTEMS, LLC

and

POWIN, LLC

and

its direct and indirect subsidiaries signatory thereto

July 6, 2025

Schedule 3.3(b)

NONCONTRAVENTION; CONSENTS AND APPROVALS

None.

Schedule 3.4(a)

COMPLIANCE WITH LAWS

The Environment Agency Enforcement Notice described in Schedule 3.8 below.

Schedule 3.6

CONTRACTS

1. Confidentiality Agreements with the US Employees listed attached.
2. Equipment Lease Agreement by and between BMO Harris Bank N.A. and Powin, LLC, dated October 12, 2023.
3. Equipment Lease Agreement by and between BMO Harris Bank N.A. and Powin, LLC, dated December 28, 2023.
4. Master Lease Agreement by and between Toyotalift of Arizona, Inc. and Powin, LLC, dated March 3, 2024.
5. Limited Third-Party Logistics Storage Agreement by and between Prolift Rigging Company, LLC and Powin, LLC, dated as of July 23, 2024.
6. Limited Third-Party Logistics Storage Agreement by and between Mesa Logistics Group, LLC and Powin, LLC, dated as of October 14, 2024.
7. See attached.

Employee Number	Employee Email	Last Name	First Name	Confidentiality & IP Agreement on File?	Date Signed
100020	sanjanar@powin.com	Ramakrishnan	Sanjana	Yes	1/9/19
100023	lauraa@powin.com	Adams	Laura	Yes	4/16/19
100026	jack.hsu@powin.com	Hsu	Kuo Chun	Yes	5/20/19
100028	benoitl@powin.com	Lombard	Benoit	Yes	7/29/19
100044	conwayt@powin.com	Tang	Conway	Yes	3/24/20
100050	alenam@powin.com	Mitchell	Alena	Yes	5/13/20
100086	kiand@powin.com	Dashti	Kian	Yes	10/17/20
100092	scottm@powin.com	Mcgregor	Scott	Yes	11/2/20
100101	chrisboscawen@powin.com	Boscawen	Christopher	Yes	12/21/20
100122	mike.engle@powin.com	Engle	Michael	No	
100154	vytha.vadlamani@powin.com	Vadlamani	Vythahavya	Yes	5/17/24
100156	mark.french@powin.com	French	Mark	No	
100161	norman.farquhar@powin.com	Farquhar	Norman	No	
100163	gary.kuper@powin.com	Kuper	Gary	No	
100172	brian.kane@powin.com	Kane	Brian	No	
100185	tyson.silva@powin.com	Silva	Tyson	No	
100204	matthew.eide@powin.com	Eide	Matthew	No	
100206	james.harris@powin.com	Harris	James	No	
100221	linsey.raterink@powin.com	Raterink	Linsey	No	
100239	reuben.goldstein@powin.com	Goldstein	Reuben	No	
100248	blake.carpenter@powin.com	Carpenter	Blake	No	
100253	scott.benedetti@powin.com	Benedetti	Scott	No	
100254	antonya.johnston@powin.com	Johnston	Antonya	No	
100258	lindsey.winner@powin.com	Winner	Lindsey	No	
100268	casey.verica@powin.com	Verica	Casey	No	
100291	brittney.malhoit@powin.com	Malhoit	Brittney	Yes	5/19/22
100301	joshua.rayborn@powin.com	Rayborn	Joshua	Yes	5/31/22
100306	lisa.veber@powin.com	Veber	Lisa	Yes	5/26/22
100314	christopher.broeke@powin.com	Broeke	Christopher	Yes	6/10/22
100317	justin.mingus@powin.com	Mingus	Justin	Yes	9/15/22

100383	chad.paulson@powin.com	Paulson	Chad	Yes	8/21/22
100388	joshua.lacy@powin.com	Lacy	Joshua	Yes	8/23/22
100398	thomas.richards@powin.com	Richards	Thomas	Yes	9/5/22
100407	edward.fisher@powin.com	Fisher	Edward James	Yes	9/9/22
100426	cory.dinkle@powin.com	Dinkle	Cory	Yes	9/23/22
100481	chris.baker@powin.com	Baker	Christopher	Yes	10/24/22
100488	mahesh.sathe@powin.com	Sathe	Mahesh	Yes	11/8/22
100491	william.mcdonnell@powin.com	McDonnell	William	Yes	11/22/22
100501	samuel.donohue@powin.com	Donohue	Samuel	Yes	12/14/22
100503	braden.harwood@powin.com	Harwood	Braden	Yes	12/20/22
100512	adam.cordova@powin.com	Cordova	Adam	Yes	1/4/23
100517	ben.adams@powin.com	Adams	Benjamin	Yes	1/9/23
100522	kristine.mushkevych@powin.com	Mushkevych	Khrystyna	Yes	1/17/23
100535	lauren.smiley@powin.com	Smiley	Lauren	Yes	2/13/23
100594	jay.schwartz@powin.com	Schwartz	Jay	Yes	4/10/23
100598	sergey.makarenko@powin.com	Makarenko	Sergey	Yes	4/17/23
100599	chris.howard@powin.com	Howard	Christopher	Yes	3/31/23
100651	antonio.brunson@powin.com	Brunson	Antonio	Yes	6/5/23
100675	janice.mahn@powin.com	Mahn	Janice	Yes	6/21/23
100680	richard.romano@powin.com	Romano	Richard	Yes	7/11/23
100697	kevin.jenkins@powin.com	Jenkins	Kevin	Yes	7/21/23
100706	christian.ovchinikov@powin.com	Ovchinikov	Christian	Yes	8/5/23
100718	dean.beckley@powin.com	Beckley	Dean	Yes	8/16/23
100729	dustin.rogers@powin.com	Rogers	Dustin	Yes	7/26/23
100735	natalie.kau@powin.com	Kau	Natalie	Yes	8/25/23
100774	Connor.Mueth@powin.com	Mueth	Connor	Yes	10/26/23
100808	jenna.rutherford@powin.com	Rutherford Fisher	Jenna	Yes	12/14/23
100817	james.shiou@powin.com	Shiou	James	Yes	12/8/23
100831	arielle.pacheco@powin.com	Pacheco	Arielle	Yes	1/10/24
100853	mark.walters@powin.com	Walters	Mark	Yes	1/19/24
100864	kyle.adams@powin.com	Adams	Kyle	Yes	2/6/24
100917	colin.hutchinson@powin.com	Hutchinson	Colin	Yes	4/24/24

100920	kirk.fleischhauer@powin.com	Fleischhauer	Kirk	Yes	4/26/24
100993	angela.kendall@powin.com	Sprecher	Angela	Yes	6/25/24
100997	luke.wilson@powin.com	Wilson	Luke	No	
101013	dylan.kenny@powin.com	Kenny	Dylan	No	
101014	Tyler.speas@powin.com	Speas	Tyler	No	
101051	freddy.banks@powin.com	Banks	Freddy	No	
101056	waylen.rinderer@powin.com	Rinderer	Waylen	No	
101063	moriah.milan@powin.com	Milan	Moriah	No	
101075	zack.qi@powin.com	Qi	Zhao	No	
101097	beth.hale@powin.com	Hale	Beth	No	
101147	tyler.schuetze@powin.com	Schuetze	Tyler	No	
101157	mary.kahl@powin.com	Kahl	Mary	No	
101161	kevin.paprzycki@powin.com	Paprzycki	Kevin	No	

Contract Management - Contract information - Lease Agreements

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Contract/Document Expiry Date*	Department*	Folder	Contract/Document Status
BMO Harris Bank N.A. - Powin - Equipment Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	10/12/2023		ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
BMO Harris Bank N.A. - Powin - Large forklift Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	12/28/2023		ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
Toyotalift of Arizona, Inc. - Powin, LLC - Master Lease Agreement - 03.04.2024	Equipment Lease Agreement	Toyotalift of Arizona, Inc.	03/04/2024	03/04/2030	ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
3U Millikan LLC - Powin - Lease agreement California - 2016	Lease Agreement	3U Millikan LLC	10/12/2016		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
ACRE Management - Powin Energy Operating LLC Commercial Sublease Agreement - 05.16.2025	Lease Agreement	ACRE Management	05/16/2025	10/31/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Ampere Company, LLC - Powin, LLC - Sublease Field Office - 11.01.2021	Lease Agreement	Ampere Computing LLC	11/01/2021		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Field Office Property LLC - Powin, LLC - Office Lease - 01.01.2024	Lease Agreement	Field Office Property, LLC	01/01/2024		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Fora - Powin UK Ltd - Virtual Office - 1.18.2024	Lease Agreement	Esselco Services LLP (Fora)	01/18/2024		Legal	/Supplier Contracts/ISC/Facilities/Executed	Executed
Joseph Lu - Powin LLC Qingdao Office - Qingdao Office Lease Contract- 10.01.2023	Lease Agreement	Joseph Lu	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin - ANNEX to the Service Agreement - change of party - 04.01.2024	Lease Agreement	Networkia Cuzko, S.L.	04/01/2024		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin LLC - Annex to Office Agreement Cuzco Spain - 02.15.2024	Lease Agreement	Networkia Cuzko, S.L.	02/15/2024		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin LLC - Office Agreement Cuzco Spain - 03.24.2023	Lease Agreement	Networkia Cuzko, S.L.	03/24/2023		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective 100 - Powin Australia Pty Ltd - Membership Agreement - 07.27.2023	Lease Agreement	Collective 100	07/27/2023		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective_100 - Powin Australia Pty Ltd - Membership Agreement - 2025	Lease Agreement	Collective 100 Pty Ltd.	04/04/2025		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective_100 Membership Agreement - Powin - 05.14.2024	Lease Agreement	Collective_100	06/03/2024	06/02/2025	Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse INDUSTRIAL LEASE - 08.02.2023	Lease Agreement	HUB @ 202 OWNCO, LLC	08/02/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Miami Office_2022.12.02 Commencement Date Memo - Powin Energy	Lease Agreement	MADISON-OFC BRICKELL FL LLC	12/02/2022		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Miami Office_Brickell City Tower - Powin Energy Operating, LLC - Lease - 04.08.22	Lease Agreement	Madison-OFC Brickell FL LLC	11/08/2022	12/01/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Portland Office_NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease - 04.08.2024	Lease Agreement	NP MachineWorks LLC	06/01/2024	08/31/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Amendment Agreement - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/28/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Contract-PTC - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/01/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin Taiwan Lease Agreement	Lease Agreement	Pepsi International Business Co.	01/09/2024	01/09/2025	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office Lease Contract - 1	Lease Agreement	Wangjiao Plaza	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office Lease Contract-2	Lease Agreement	Wangjiao Plaza	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office_Cheng Yu New Materials - Powin (Qingdao) - Pwin LLC - Termination agreement - 05.07.2024	Lease Agreement	Qingdao Cheng Yu New Materials Co. Ltd.	05/07/2024		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed

Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy Co., Ltd. - Lease Contract - 08.07.2024	Lease Agreement	Qingdao Shunneng Machinery Co., Ltd.	08/07/2024	08/08/2029	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Tualatin Office_Lu Pacific Properties - Powin Energy Corporation - Tualatin Lease Agreement 2021	Lease Agreement	LU PACIFIC PROPERTIES, LLC	12/14/2020		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin RISE Realty 80 SW 8th St oct 15 2024 Signed Copy	Exclusive Right Agreement	KAD Equity Inc. d/b/a Rise Realt			ISC - Facilities	/Supplier Contracts/ISC/Facilities/Drafts	Draft
20180830 -First Amendment to Sublease Agreement	Lease Agreement	PPA Grand Johanna LLC	08/31/2018			/Customer Contracts (EXECUTED)/Southern California Edison Company/PPA Grand Johanna LLC	Executed
20190921 - Second Amendment to Millikan Sublease executed	Lease Agreement	PPA Grand Johanna LLC	09/21/2018			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Millikan Lease	Lease Agreement	3U Millikan LLC	10/12/2016	01/09/2027		/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Sublease (Fully Compiled)	Lease Agreement	PPA Grand Johanna LLC	01/01/2017			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Third Amendment to the Sublease	Lease Agreement	PPA Grand Johanna LLC	01/15/2019			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed



Contract Management - Contract information - ESA, Framw, LNTP, LTSA, MSA, MOU, PO, Purch, TEA

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Acelliant-Powin-Microsoft 365 Order Form-03052025	Purchase Order	Axelliant	03/04/2025	Technology
TechHeads-Powin-THInc Ops MSA-03182022	Master Service Agreement	TechHeads	03/18/2022	Technology
Logicalis-Powin-Internet Access-04112024	Purchase Order	Logicalis	04/18/2024	Technology
TechHeads-Powin-2024 CSP Annual Agreement-03062024	Purchase Order	TechHeads	03/06/2024	Technology
OfficeSpace-Powin-OrderForm-12152024	Purchase Order	OfficeSpace Software, Inc.	12/15/2024	Technology
OfficeSpace-Powin-OrderForm-12152023	Purchase Order	OfficeSpace Software, Inc.	12/15/2023	Technology
OnlineBusinessSystems-Powin-MSA-02262021	Master Service Agreement	Online Enterprises, Inc.	02/26/2021	Technology
Procore-Powin-OrderForm-12212024	Purchase Order	Procore Technologies, Inc.	12/27/2024	Technology
RFPIO-Powin-OrderForm05032022	Purchase Order	RFPIO, Inc.	05/03/2022	Technology
TravelIncorporated-Powin-MSA-06292023	Master Service Agreement	Travel Incorporated	06/29/2023	Human Resources
LucidSoftwareInc.-Powin-Order Form-1.27.2025	Purchase Order	Lucid Software, Inc.	01/27/2025	Technology
Techheads-Powin-Order Form-KnowBe4-6.11.2024	Purchase Order	TechHeads, LLC	06/11/2024	Technology
InternationalSOS-Powin-MSA-06/30/2023	Master Service Agreement	International SOS Assistance, Inc.	06/30/2023	Technology
JAMF-Powin-Order Form-3.2.2025	Purchase Order	Jamf Software, LLC	03/02/2025	Technology
Concur-Powin-OrderForm-06-12-2023	Purchase Order	Concur Technologies, Inc.	06/12/2023	Technology
ConcurTechnologiesInc-Powin-OrderForm-02-20-2024	Purchase Order	Concur Technologies, Inc.	02/20/2024	Technology
GoFireFlyInc-Powin-OrderForm-1.31.2025	Purchase Order	Go Fire Fly, Inc.	01/31/2025	Technology
Salesforce-Slack-Powin-11/24/2025	Master Service Agreement	Salesforce, Inc	12/15/2024	Technology
Resilience360Inc-Powin-OrderForm-10.31.2023	Purchase Order	Resilience360, INC.	10/31/2023	Technology
SmartSheet-Powin-OrderForm-12/31/2024	Purchase Order	Smartsheet	12/31/2024	Technology
Smartsheet-Powin-OrderForm-07-37-2024	Purchase Order	Smartsheet	07/31/2024	Technology
Smartsheet-Powin-OrderForm-1-13-2025	Purchase Order	Smartsheet	01/10/2025	Technology
DassaultSystemesSolidworksCorporation-Powin-MSA-10-23-2023	Master Service Agreement	Dassault Systemes SolidWorks Corporation	10/25/2023	Technology
GoEngineer-Powin-Order Form Dymola-4.4.2025	Purchasing Agreement	GoEngineer	04/04/2025	Technology
Solution7-Powin-OrderForm-11-27-2024	Purchase Order	Solution 7 Limited	11/27/2024	Technology
DocuSign-Powin-Order Form-1.31.2025	Purchase Order	DocuSign, Inc.	01/31/2025	Technology
TechHeads-Verkada-Powin-OrderForm-04-24-2024	Purchase Order	TechHeads	04/24/2024	Technology
Deel, Inc.-Powin- Order Form-12.27.2024	Purchasing Agreement	Deel, Inc.	12/27/2024	Technology
TechHeads-Verkada-Powin-OrderForm-05-23-2023	Purchase Order	TechHeads	05/23/2023	Technology
Astound-Powin-ServiceOrder05-26-2023	Purchase Order	Astound Business Solutions, LLC	05/26/2023	Technology
CTX-Powin-Order Form-ZebraOne Care-1.16.2024	Purchasing Agreement	CTX	01/16/2024	Technology
Comcast-Powin-PDX Move Order Form-10_2_2024	Purchase Order	Comcast Cable Communications Management, LLC	10/02/2024	Technology
Crowe LLP-Powin-MSA-YHireProgram-1.3.2024	Master Service Agreement	Crowe, LLP	01/03/2024	Technology

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ConductorOne-Powin-Order Form-12.21.2023	Purchase Order	ConductorOne, Inc.	12/21/2023	Technology
Zoom-Powin-Amendment-01292024	Purchase Order	Zoom	01/30/2024	Technology
Comcast-Powin-PDX Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021	Technology
TechHeadsArcticWolf-Powin-OrderForm03012025	Purchase Order	TechHeads	03/01/2025	Technology
Comcast-Powin-HQ Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021	Technology
Celigo Inc-Powin-Order Form-04.17.2025	Purchase Order	Celigo, Inc.	04/17/2025	Technology
PTCInc-Powin-MSAAmendment-03-31-2025	Master Service Agreement	PTC, Inc.	03/31/2025	Technology
AgileBits-Powin-MSA02-27-2025.docx	Master Service Agreement	AgileBits	02/27/2025	Technology
powin-Alliant - Consulting Services Agreement amendment 1 -05.19.2025	Master Service Agreement	Alliant Insurance Services, Inc.	05/19/2025	Human Resources
Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Technology Escrow Agreement	Santa Paula Energy Storage, LLC		Technology
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Technology Escrow Agreement	KCE Texas Holdings 2020, LLC	01/13/2021	
GreEnergy - POWIN - ASP MSA - 05.21.2025.docx	Master Service Agreement - ASP	GreEnergy Resources, LLC	05/21/2025	Projects
Intuitive Safety Solutions, Inc. (ISS) - Powin, LLC - Master Services Agreement - 05.12.2025	Master Service Agreement	Intuitive Safety Solutions, Inc. (ISS)	05/12/2025	ISC
Metro-Fire - Powin - ASP MSA - 05.01.2025	Master Service Agreement - ASP	Metro Fire Equipment Inc	04/18/2025	Projects
Capgemini America, Inc. - Powin, LLC - Statement of Work - 01.27.25	Master Service Agreement	Capgemini America, Inc.	01/27/2025	Technology
Arrow Canyon - Powin Addendum and Amendmentto ESA-04.10.25	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	04/10/2025	Projects
RES-Powin-GAL0020 - Alcoutim - _Statement_of_Work_-_LTSA_04.03.2025	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	04/03/2025	Projects
Pike Purchase Order - 3.7.2025	Purchase Order	Pike Telecom and Renewables, LLC	03/07/2025	Projects
Databricks Contract For AWS Marketplace Commit_Q-54357_2025-01-30	Purchase Order	Databricks, Inc.	01/30/2025	Office of Transformation
Activpayroll_Powin_Master_Services_Agreement_-_04.17.2023	Master Service Agreement	activpayroll Ltd.	04/17/2023	Human Resources
Powin - KMC - LTSA - Brandywine (Executed 1APR2025)	LTSA (Long Term Service Agreement)	KMC Thermo, LLC	04/01/2025	Revenue
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow	03/22/2024	Technology
DNV GL - Powin Energy Corporation - Framework Agreement - 10.28.2020	Framework Agreement	DNV Energy Insights USA Inc.	10/28/2020	Projects
DNV GL - Powin LLC - Amendment 1 to Frame Agreement - 11.27.2023	Framework Agreement	DNV Energy Insights USA Inc.	11/27/2023	Projects
Deel_-_Powin_-_Q-79364-2-5-Feb-2025-07-12-41-signed	Purchase Order	Deel	06/01/2025	Human Resources
Deel- Powin - HR_Consulting_Services_Agreement - 03.06.2025	Master Service Agreement	Deel Inc.	03/06/2025	Human Resources
Apex - APE0060 - Angelo - LTSA Amendment #2 - 3.7.2025	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	03/07/2025	Projects
Capgemini America, Inc. - Powin, LLC - SOW Change Request - 03.15.2025	Purchase Order	Capgemini America, Inc.	03/15/2025	Technology
Great Kiskadee ESA - PWA Amendment No. 2 Executed - 02.21.2025	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	02/21/2025	Projects
Desert Quartzite PA Amendment 003_- 02.28.2025	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	02/28/2025	Revenue
Powerflex - Powin - ESA PFX0050 USCS Fresno - 02.21.2025	ESA (Energy Storage Agreement)	PowerFlex Solar, LLC	02/21/2025	Revenue
TUV-R - Powin, LLC - Assurance Framework MOU - 02.21.2025	Memorandum of Understanding	TUV-R	02/21/2025	Technology
Circulor - Powin - MSSA - 02.18.2025	Master Service Agreement	Circulor Inc	02/18/2025	Projects

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Davinci Technology, L.L.C. d/b/a CORE Health Networks - Powin, LLC - Master Service Agreement - 02.14.2025	Master Service Agreement	Davinci Technology, L.L.C. d/b/a CORE Health Networks	02/14/2025	ISC
WSB - ESA Deed of amendment No. 4 - updated Project Schedule - 01.30.2025	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	01/30/2025	Projects
LTSA - SOL0020 - Croton Harmon - BESS LTSA (compiled, dated, fully executed)	LTSA (Long Term Service Agreement)	SCS VAN WYCK 012823 CROTON ON HUDSON, LLC	02/10/2025	Revenue
Powin Energy, IG & SS '21	Master Service Agreement	Mergermarket (US) limited Acuris	12/17/2021	Revenue
Capgemini America, Inc. - Powin, LLC - Master Services Agreement - 01.27.2025	Master Service Agreement	Capgemini America, Inc.	01/27/2025	Technology
Thomson Reuter - Powin LLC HighQ Renewal_NEW__HighQ Order Form._01.16.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/16/2025	Legal
Thomson Reuters - Powin - ProFlex Addendum HighQ - fully executed 1.22.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/22/2025	Legal
JV Powin UCB revUCB 101224 PDF	Memorandum of Understanding	UCB S.A.	01/20/2025	
Intura pty Ltd - Powin AU - ASP MSA - 01.17.2025	Master Service Agreement - ASP	Intura PTY LTD	01/17/2025	Projects
Amendment #1 to Ravenswood Group 3 ESA_BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
Amendment #1 to Ravenswood Group 2 ESA_BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
Amendment #1 to Ravenswood Group 1 ESA_BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
NoBlue2 - Powin, LLC - Master Service Agreement - 01.10.2025	Master Service Agreement	NoBlue2	01/10/2025	Revenue
ESA_Second_Deed_of_Amendment_-_Ulinda_Park - 12.23.2024	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	12/23/2024	Projects
Circular - Powin - Order Form 1.2.2025	Purchase Order		01/02/2025	ISC
Powin_Deel_Final_MSA - 01.03.2023	Master Service Agreement	Deel Inc.	01/03/2023	Human Resources
SOW of Powin B2B implementation_Dec20.2024-双章	Master Service Agreement	Logicalis Shanghai limited	12/20/2024	Technology
Powin Form LTSA DTE0010 Slocum (Fully compiled, dated, executed)	LTSA (Long Term Service Agreement)	DTE Electric Company	12/20/2024	Revenue
INV0031 La Toba ESSSA Executed (Final)	ESA (Energy Storage Agreement)	MG HR S de R.L de C.V.	12/13/2024	Revenue
La_Toba_LNTP_Letter_Agreement_-_Amendment_No._2_INV_Dec_13_24_Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	11/07/2024	Revenue
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Sales Contract for 75 licenses - 11.14.2024	Master Service Agreement	Logicalis Shanghai Limited	11/14/2024	Technology
ThrivePass, Inc. - Powin Energy Operating, LLC - MSA - 10.21.2022	Master Service Agreement	ThrivePass, Inc.	01/01/2023	Human Resources
GALP - Powin - LTSA Alcoutim - 10.01.2024	LTSA (Long Term Service Agreement)	Galp Parques Fotovoltaicos de Alcoutim, LDA	10/01/2024	Projects
Powin LLC - Trail B Technologies - Software Subscription Agreement and DPA - 12.06.2024	Master Service Agreement	TrailB Technologies LLC	12/06/2024	Projects
Gotion Inc - Powin LLC - MSA - 10.08.2024	Master Supply Agreement	Gotion, Inc.	10/08/2024	ISC
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Cloud Service Contract - 09.08.2024	Master Service Agreement	Logicalis Shanghai Limited	09/08/2024	Technology
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed)_recompiled 12.05.2024	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023	Projects
Stem, Inc. - Powin, LLC - STM0651 - Dark and Stormy I - 03.08.2024	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2024	Projects
Stem - Powin - STM0578 Velvet Mite SD DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0652 - Dark and Stormy II - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Stem - Powin - STM0577 Velvet Mite ML DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0576 Velvet Mite MR AC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0911 - Dighton Tremont - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem - Powin - STM0574 Velvet Mite BR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0573 Velvet Mite QR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0572 Velvet Mite CPR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0571-Velvet Mite TR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin - STM0493 Mosquito 3 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin - LLC - STM0492 Mosquito 2 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin LLC - STM0491 - Mosquito 1 LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0912 - Douglas Oak - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem - Powin, LLC - STM0913 - Palmer Sykes - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem, Inc. - Powin, LLC - STM0100 - Viper - LTSA - 02.28.2021	LTSA (Long Term Service Agreement)	Stem, Inc.	02/28/2021	Projects
RES - Powin - Statement of Work under MSA for GAL0020 - Alcoutim - 10.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	10/07/2024	Projects
RES - Powin - Statement of Work under ASP MSA for PCE0020 - Overhill - 11.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	11/07/2024	Projects
Serrano - First Amendment to ESA (compiled Execution Version 11-6-24)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	11/06/2024	Revenue
Logicalis Shanghai Limited - Powin, LLC - Printing Management Service Contract - 11.07.2024	Master Service Agreement	Logicalis Shanghai Limited	11/07/2024	Technology
Desert Quartzite - EDF0480 - ESA Amendment 002 - 10.18.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	10/18/2024	Revenue
La Toba LTNP Amendment 1 (Oct 29, 2024) Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	10/25/2024	Revenue
Ulinda Park - Powin - Termination of Rider C under 191112 - 10.29.2024	Technology Escrow Agreement	Praxis Technology Escrow	10/29/2024	Legal
Logicalis Shanghai Limited - Powin Qingdao - Sales Contract - 09.08.2024	Purchasing Agreement	Logicalis Shanghai Limited	09/08/2024	Technology
SS3 - First Amendment to ESA 2024.10.11	ESA (Energy Storage Agreement)	Longroad	10/11/2024	Projects
Cogent-Powin_Arrow Canyon-MSA_Approved Service Provider - 12.02._2331_2	Master Service Agreement - ASP	Cogent Renewables, Inc.	12/02/2022	Projects
Logicalis - Powin Cloud Service Contract 2024 FINAL	Master Service Agreement	Logicalis Shanghai Limited	08/09/2024	Technology
Logicalis - Powin Sales Contract 2024 FINAL	Purchasing Agreement	Logicalis Shanghai limited	08/09/2024	Technology
Antidot - Powin- Fluid Topics Order form, T&C and DPA_09.30.2024	Purchase Order	Fluid Topics	10/01/2024	Office of Transformation
Slalom Inc - Powin - Knowledge Management Discovery SOW - 09.11.2024	Master Service Agreement	Slalom, Inc	09/11/2024	Projects
Great Kiskadee - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	09/30/2024	Revenue
Great Kiskadee - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	09/30/2024	Revenue
Apex - Angelo - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Angelo Storage, LLC.	09/30/2024	Revenue
Apex - Angelo - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	09/30/2024	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021	Projects
West Warwick III - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 3 LLC	09/26/2024	Revenue
West Warwick II - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 2 LLC	09/26/2024	Revenue
CA Financial Services service Agreement Powin Australia Broker	Master Service Agreement	CA Financial Services	08/22/2024	Human Resources
Powin, LLC - Consulting Agreement with Slalom, Inc. (clean) - signed	Master Service Agreement	Slalom, Inc.	09/11/2024	
Transperfect - Powin - SOW - Portuguese Program (part 1) - 08.21.2024	Master Service Agreement	TransPerfect International LLC	08/21/2024	Office of Transformation
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	09/10/2024	Legal
Fedex - Powin LLC - Pricing Agreement - 9.6.2024	Master Service Agreement	Federal Express Corporation (FedEx)	09/06/2024	ISC
Ulinda Park_ESA_Deed_of_Amendment (Fully Executed Dated 29 August 2024)	ESA (Energy Storage Agreement)	Ulinda Park Project Co Pty Ltd	08/29/2024	Projects
Lone Star AR ESA - Second Amendment with Ex. CC - Fully Executed	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	08/21/2024	Revenue
Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Praxis Technology Escrow	02/21/2022	
esVolta - Powin Energy Corp - Master Supply Agreement - 12.4.2017	Master Supply Agreement	esVolta LP	12/04/2017	Legal
Lone Star - Powin - First Amendment to A&R ESA (Fully Executed and Compiled)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	01/19/2024	Revenue
RES Global Energy Services S.L.U. - Powin LLC - ASP MSA 8.12.2024	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	08/12/2024	Projects
STR0400 - NovaSource - Powin - Limited Services Agreement - 07.03.2024	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	07/03/2024	Revenue
Phillip Riley Projects - Powin AU - ASP MSA - 2024.docx	Master Service Agreement - ASP	Phillip Riley Projects Pty Ltd.	08/02/2024	Projects
Amendment to LTSA - Ameresco Viper (Fully Executed) - 08.02.2024	LTSA (Long Term Service Agreement)	Ameresco, Inc.	08/02/2024	Revenue
Santa Paula-Powin O&M First Amendment_07.13.2023	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	07/13/2023	Projects
Waratah ESA Deed of Amendment No 3 - Fully Executed dated 26 July 2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	07/26/2024	Projects
IANS - Powin - MSA - 06.21.2024	Master Service Agreement	The Institute for Applied Network Security, LLC	06/21/2024	Human Resources
Hummingbird_Powin_LTSA Amendment - 07.18.2024	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	07/18/2024	Projects
West Warwick I - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 1 LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0032 - Ravenswood Group 3 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
BHER Ravenswood and Powin MSA - BHE0030 (executed, fully compiled)	Master Supply Agreement	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0031 - Ravenswood Group 2 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0030 - Ravenswood Group 1 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Databricks - Powin - MSA - 07.15.2024	Master Service Agreement	Databricks, Inc.	07/18/2024	Office of Transformation
Re:Build AppliedLogix, LLC - Powin LLC - MSA - 06.05.2024	Master Service Agreement	Re:Build AppliedLogix, LLC	06/05/2024	Technology
3Drivers - Powin - Power of Attorney to 3Drivers Agreement for GAL0020 - Alcoutim - 06.14.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/14/2024	Projects
Weifang Genius Electronics Co., Ltd - Powin, LLC - MSA - 03.20.2024	Master Supply Agreement	Weifang Genius Electronics Co., Ltd.	03/20/2024	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Clean Peak Energy BESS MSA - 20210217 Execution Version (Powin LLC CLEAN 032321) (005)	Master Supply Agreement	Clean Peak Energy (CPE)	02/17/2021	
Ormat - Powin - OTI040 Bottlenck - ESA Amendment #1 - 03.30.2023	ESA (Energy Storage Agreement)	Ormat Nevada, Inc.	03/30/2023	Projects
Service Stream - SOW_for_QA_Inspection - 05.31.2024	Master Service Agreement - ASP	Service Stream Energy and Water Pty Ltd	05/31/2024	Projects
Sunstreams 4 - Powin, LLC - LRD0082 - Second Amendment to ESA - 05.29.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	05/29/2024	Projects
Thomson Reuters - Powin - HighQ - Agreement - 06.15.2023	Master Supply Agreement	Thomson Reuters West Publishing Corporation	06/15/2023	Legal
Thomson Reuters - Powin - Document Intelligence Order Form- 06.15.2023	Purchase Order	Thomson Reuters West Publishing Corporation	06/15/2023	Legal
Hummingbird - ESV0220 - Powin - ESA Amendment No.1 - 06.03.2024	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	06/03/2024	Projects
3Drivers – Powin - Agreement for the Appointment of Authorized Representative - 06.03.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/03/2024	Projects
Yuma Solar LTSA - INV0490 (Executed May 15, 2024)	LTSA (Long Term Service Agreement)	Yuma Solar energy LLC	05/15/2024	Projects
REPT BATTERO Energy Co., Ltd. - Powin, LLC - DC Blocks MSA - 05.20.2024	Master Supply Agreement	REPT BATTERO Energy Co., Ltd.	05/20/2024	ISC
INV0031 - La Toba LNTP Letter Agreement (Compiled)(Executed)(May 20, 2024)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de CV	05/17/2024	Revenue
Spark Power Renewables USA - Powin - ASP MSA - 05.20.2024	Master Service Agreement - ASP	Spark Power Renewables USA Inc	05/20/2024	Projects
ACCURE - Powin - MOU - 05.01.2024	Memorandum of Understanding	Accure Battery Intelligence GmnH	05/14/2024	Technology
Service Stream Energy & Water Pty Ltd - Powin AU - Short-Form-Novation-Deed-ASP-MSA- 05.13.2024	Master Service Agreement - ASP	Service Stream Energy & Water Pty Ltd	05/08/2024	Projects
Powin - UKG PRO MSA 12.3.21.docx	Master Service Agreement	UKG Inc.	12/19/2021	Human Resources
Powin - UKG PRO ORDER 12.3.21 Powin Executed	Purchase Order	UKG Inc.	12/03/2021	Human Resources
UKG-Powin Energy Corporation - Order; Document Manager - 10.7.22.docx	Purchase Order	UKG Inc.	10/12/2022	Human Resources
Cameron Wind 1, LLC - Powin - Augmentation ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024	Revenue
Cameron Wind 1 - Powin - Amendment # 1 ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024	Revenue
REPT Battero - Powin - Cell MSA - 05.01.2024	Master Supply Agreement	REPT Battero Energy Co., Ltd.	05/01/2024	ISC
Stowe Australia Pty Ltd - Powin AU - ASP MSA - 02.27.2024	Master Service Agreement - ASP	Stowe Australia Pty Ltd	02/27/2024	Projects
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C- 05.01.2024	Technology Escrow Agreement	Cameron Wind 1,, LLC	05/01/2024	Projects
Powin & EVE MSA for 2024-2026 - Effective 04.28.2024	Master Supply Agreement	EVE Power Co. Ltd.	04/28/2024	ISC
SunStreams4 - LRD0082 - First Amendment to ESA - 04.17.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	04/17/2024	Revenue
Powin Specified Technologies MSA - Fully Executed	Master Supply Agreement	Specified Technology Inc. (STI)	04/01/2024	ISC
Orr Protection - Powin LLC - ASP MSA - 03.14.2024	Master Service Agreement - ASP	Orr Protection Systems, Inc.	03/14/2024	Projects
DTE - DTE0021 Trenton Channel - Powin Notice to Proceed 4-3-2024	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	04/03/2024	Projects
Powin - GTI - MOU signed 04.03.2024	Memorandum of Understanding	GTI Fabrication	02/22/2022	ISC
Apex - Cameron Wind - APE0010 Sabal Ingka - LTSA - 04.01.2024	LTSA (Long Term Service Agreement)	Cameron Wind 1, LLC	04/01/2024	Projects
Apex - Great Kiskadee - Powin - LTSA - 03.27.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	03/27/2024	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Ebara - Powin - Manufacturing Services Agreement - 03.01.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024	ISC
Desert Quartzite - Powin - LTSA First Amendment - 3.20.2024	LTSA (Long Term Service Agreement)	Desert Quartzite, LLC	03/20/2024	Revenue
Desert Quartzite - Powin - ESA Amendment 001 and CO#4 - 03.20.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	03/20/2024	Revenue
Powin & EVE MSA Amendment No. 3 - signed 03.21.2024	Master Supply Agreement	EVE Asia Co., Limited; EVE Power Co., Ltd	03/21/2024	ISC
EBARA Densan - Powin - Free Issue Parts Agreement - 03.08.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024	ISC
Powin Energy Operating, LLC (PEO) - Powin, LLC - Intercompany Administrative Services Agreement - 03.21.2021	Master Service Agreement	Powin Energy Operating, LLC (PEO)	03/21/2021	Finance & Accounting
Powin UK Ltd - Powin, LLC - Intercompany Services Agreement - 05.15.2023	Master Service Agreement	Powin UK Ltd	05/15/2023	Finance & Accounting
Powin Energy Spain, SL - Powin, LLC - Intercompany Services Agreement - 04.13.2023	Master Service Agreement	Powin Energy Spain, SL	04/13/2023	Finance & Accounting
Powin Australia Pty Ltd - Powin, LLC - Intercompany Services Agreement - 02.13.2023	Master Service Agreement	Powin Australia Pty Ltd	02/13/2023	Finance & Accounting
Service Stream Utilities Pty Ltd - Powin Australia Pty Ltd - MSA - 3.4.2024	Master Service Agreement - ASP	Service Stream Utilities Pty Ltd	03/04/2024	Projects
SAFE Laboratories and Engineering Corp. - Powin, LLC - MSA - 10.26.2023	Master Service Agreement	SAFE Laboratories and Engineering Corp.	10/26/2023	Technology
Invenergy Powin - Amendment#1 LTSA - 02.21.2024	LTSA (Long Term Service Agreement)	Invenergy Services LLC	02/21/2024	Revenue
Crowe LLP - Powin, LLC - MSA for Clients - 06.23.2023	Master Service Agreement	Crowe LLP	06/23/2023	Human Resources
Powin CIMC-JV Supplemental Agreement for MSA - signed 02.29.2024	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., Ltd (CIMC - Powin)	01/10/2024	ISC
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement 02.23.2024	Technology Escrow Agreement	DTE Electric Company	02/23/2024	Projects
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Technology Escrow Agreement	DTE Electric Company	02/23/2024	Projects
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	02/22/2024	Projects
Australia_Powin_and_CES_Services_Agreement_Fully executed - 2.21.2024	Master Service Agreement	Clean Energy Services CES LLC (CES)	02/21/2024	Projects
Ayna AI LLC - Powin, LLC - MSA - 02.14.2024	Master Service Agreement	Anya AI LLC	02/14/2024	Human Resources
SMM Consulting Service Contract for Powin - signed 02.20.2024	Purchasing Agreement	SMM Information & Technology Co., Ltd.	02/20/2024	ISC
Waratah_ESA_Deed_of_Amendment_02.17.2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	02/17/2024	Projects
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023 Redacted Pow	Master Supply Agreement	EKS (Experience Knowledge, Strategy, S.L.)	10/23/2023	ISC
Powin & SMM Information Service Agreement - 02.06.2024	Master Service Agreement	Shanghai Metal Market	02/06/2024	ISC
Waratah ESA - Exhibit X 30March2023rev1 (AKE0060)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023	Projects
Akaysha WSB - Record of agreement under Powin ESA and Exhibit X.3.30.2023v.1.docx	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023	Projects
Trenton ESA (fully executed, compiled with exhibits)	ESA (Energy Storage Agreement)	DTE Electric Company	01/24/2024	Revenue
Powin - TUV Rheinland (Shanghai) Co., Ltd. - MSA - 1.2.2024	Master Service Agreement	TUV Rheinland (Shanghai) Co., Ltd.	01/02/2024	ISC
Lonestar Amended and Restated ESA (fully executed, compiled) 9.15.2023	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	09/15/2023	Revenue
STM0380_Watersprout - Powin - Limited Services Agreement Stem PO - 01.09.2024	LTSA (Long Term Service Agreement)	STEM / Mohave Power LLC	01/09/2024	Revenue
Socomec - Powin - Master Supply Agreement - 01.01.2024	Master Supply Agreement	Socomec Inc.	01/01/2024	ISC
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Exhibit C - FSI0050 Rabbitbrush 2 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Exhibit C - FSI0040 Rabbitbrush 1 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Pulse - PCE0020_Overhill_LTSA (fully executed)_12.23.2023	LTSA (Long Term Service Agreement)	PULSE CLEAN ENERGY SPV WATT LIMITED	12/22/2023	Revenue
Northern Reliability - PEC - Kia consulting agreement - 2018.07.10	Master Service Agreement	Northern Reliability	06/25/2018	Projects
Luminate - PEC - Prof.Services Agreement - 12.30.2020	Master Service Agreement	Luminate LLC	12/30/2020	Revenue
Libess - PEC - Services Agreement - 06.03.2019	Master Service Agreement	Libess Service	06/03/2019	Revenue
JS Renewable Energy - Powin - Professional Services Agreeem - 10.11.2022	Master Service Agreement	JS Renewable Energy	10/11/2022	Technology
Intertek - Powin - MSA 7.21.2021	Master Service Agreement - ASP	Intertek Testing Services NA Inc.	07/21/2021	Revenue
iBase - Powin - PurchasingAgreement - 07.01.2020	Purchasing Agreement	iBase Gaming Inc.	07/01/2020	ISC
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023	Master Supply Agreement	Experience Knowledge Strategy, S.L. (EKS)	10/23/2023	Legal
Pulse _Overhill_PCE0020_ESA - Powin (fully executed)_12.22.2023	ESA (Energy Storage Agreement)	Pulse	12/22/2023	
Bergstrom, Inc. - Powin, LLC - MSA - 12.01.2023	Master Supply Agreement	Bergstrom Inc.	12/01/2023	ISC
DesertQuartzite_Powin_LTSA_12.12.2023-FullyExecuted	LTSA (Long Term Service Agreement)	Desert Quartzite	12/12/2023	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Pulse Clean Energy SPV Watt Limited - Powin, LLC - LNTP Amendment No. 2 - 12.01.2023	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pulse Clean Energy SPV Watt Limited	12/01/2023	Projects
Xiamen Hithium Energy Storage Technology Co, Ltd. - Powin - MSA - 12.15.2023	Master Supply Agreement	Xiamen Hithium Energy Storage Technology Co., Ltd.	01/01/2024	ISC
Strativ Group - Powin, LLC - MSA ASP Installation Work - 12.01.2023	Master Service Agreement - ASP	Strativ Group	12/01/2022	Projects
Sonic Systems International, LLC dba Amperion - Powin, LLC - MSA ASP - 04.17.2023	Master Service Agreement - ASP	Sonic Systems International, LLC dba Amperion	04/17/2023	Projects
GreEnergy Resources, LLC - Powin, LLC - ASP Site Manager Services - 01.05.2023	Master Service Agreement - ASP	GreEnergy Resources, LLC	01/05/2023	Projects
Clean Energy Services CES LLC - Powin, LLC - ASP Site Manager Services - 12.13.2022	Master Service Agreement - ASP	Clean Energy Services CES LLC (CES)	12/13/2022	Projects
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023	Projects
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023	Projects
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023	Projects
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023	Projects
JMS Wind Energy, Inc. - Powin, LLC - ASP Master Service Agreement - 01.19.2023	Master Service Agreement - ASP	JMS Wind Energy, Inc.	01/19/2023	Projects
Logicalis - Powin, LLC - Service Agreement - 12.08.2023	Master Service Agreement	Logicalis	12/08/2023	Human Resources
GAL0020_Alcoutim ESA 12.4.2023 (Fully executed, compiled)	ESA (Energy Storage Agreement)	GALP PARQUES FOTOVOLTAICOS DE ALCOUTIM	12/04/2023	
IOActive Inc. - Powin, LLC - MSA 11.22.2023	Master Supply Agreement	IOActive, Inc	11/22/2023	Human Resources
Apex - Angelo-Powin - Long Term Services Agreement (11_17_2023)	LTSA (Long Term Service Agreement)	Angelo Storage LLC	11/17/2023	
Amended and Restated LNTP - Hemingway Expansion (Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Comapny	05/19/2023	Revenue
SUN0050_SunGrid_Kruger HMLP_Order Letter_12JUN2020 - R2 - 2020.06.16 - signed SG	Purchase Order			
Powin_LTSA Proposal_Solvida_Putah Creek_SDA0000_08DEC2022_Signed	LTSA (Long Term Service Agreement)	Putah Creek Solar Farms, LLC	12/08/2022	
Bottleneck LTSA (fully executed)	LTSA (Long Term Service Agreement)	Ormat Nevada, inc.	11/03/2023	Projects
MPI0090 - Wilson - Services Agreement 20190620	LTSA (Long Term Service Agreement)	Strata Solar Services, LLC	08/22/2019	
Termination Agreement - Framework Agreement (fully executed, compiled w_ appendices)	Framework Agreement	Longroad BESS Procurement, LLC	12/09/2022	
CPE - Powin LNTP 070720 (2)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	CPE Funding Pty Ltd	07/07/2020	Revenue
JMA0030 - Jema - Flexitranstore - PO - 12.20.2018	Purchase Order	Jema Energy S.A		
LNTP Letter Agreement Fully Assembled- AMP0194, AMP0195, AMP0196 (3-21-22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AMP Solar Development Inc.	03/21/2022	Revenue
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023	Legal
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023	Legal

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Waratah - Energy Supply Agreement (ESA) - Deed of amendment - 11.3.2023	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/03/2023	Projects
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023	Projects
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023	Projects
Hummingbird - Exhibit Y - ESW0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Technology Escrow Agreement	Hummingbird Energy Storage, LLC	10/01/2022	
PCE0020 - Overhill - Pulse - Amendment to LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	10/30/2023	Revenue
STM0576 - Sharon - Negroni 2 - Purchase Order (compiled, fully executed)	Purchase Order	Stem, Inc.	10/13/2023	
Amp LTSA Update to Form LTSA 4.3 - 3R (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD THREE RIVERS MA SOLAR LLC	09/18/2023	
Amp LTSA Update to Form LTSA 4.3 FRS (fully executed, compiled)	LTSA (Long Term Service Agreement)	FORT RIVER SOLAR 2 LLC	09/18/2023	
Amp LTSA Update to Form LTSA 4.3 Cotuit (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD COTUIT MA SOLAR LLC	09/18/2023	
Powin BHER ESA - BHE0021 Solar Star 4 (fully executed)	ESA (Energy Storage Agreement)	Solar Star 4, LLC	08/31/2023	
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed) (1)	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023	
LTSA - Ameresco - Hampden (fully compiled, fully executed)	LTSA (Long Term Service Agreement)	Hampden Landfill Solar LLC	07/31/2023	Projects
PCE0020 - Overhill - LNTP (executed, compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	08/04/2023	Revenue
(EDF0570 - EDF Test Cell PO) 4500138514	Purchase Order	EDF Renewables		
IPC - Powin Black Mesa et al Omnibus LTSA (executed, compiled)	LTSA (Long Term Service Agreement)	Idaho Power Comapny	08/21/2023	Projects
20210714_AESC_Battery Cell Master Supply Agreement_EXECUTED	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co., Ltd.	07/07/2021	ISC
DocuSign Purchase Order_PO-2544_1625027641312	Purchase Order	DocuSign Inc.	06/30/2021	Legal
DocuSign Inc - Powin LLC - Order Form - 03.31.2023	Purchase Order	DocuSign Inc	03/30/2023	Legal
DocuSign Inc - Powin LLC - Order Form - 2021	Purchase Order	DocuSign Inc.	06/21/2021	Legal
Descartes - Powin, LLC - GLN Services Agreement (ISF) - 2022	Master Service Agreement	Descartes Systems (USA) LLC	02/03/2022	ISC
CT Corp - PEC - CT Assurance Agreement 2022 - COUNTERSIGNED	Master Service Agreement	CT Corporation System	10/07/2022	Legal
Powin & AESC MSA - Effective 10.01.2023	Master Supply Agreement	AESC US, LLC.	10/01/2023	ISC
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	03/15/2018	
Reliance - Powin - MOU - 09062023	Memorandum of Understanding	Reliance Industries Limited	09/06/2023	ISC
QPO - Powin - Agreement 8.8.2023	Purchasing Agreement	QPO Energy, LLC	08/08/2023	ISC
PO Box Services Proposal - POWIN ENERGY SPAIN SLU - Gestiona T - 20230403	Master Service Agreement	Grupo Gestiona T	01/03/2023	Human Resources
AT&T - Powin Professional Consulting Agreement October 2023	Master Service Agreement	AT&T Corp	10/05/2023	Human Resources
PRAXIS Rider C Great Kiskadee Storage, LLC	Technology Escrow Agreement	Great Kiskadee Storage, LLC	12/20/2022	
PRAXIS Rider C - Chaparral Springs - Powin.docx	Technology Escrow Agreement	Chaparral Springs, LLC		
PRAXIS Rider C (Angelo Storage, LLC	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022	
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Technology Escrow Agreement	Desert Quartzite, LLC	12/06/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
PRAXIS Rider C - Rabbitbrush Solar, LLC	Technology Escrow Agreement	Rabbitbrush Solar, LLC		
PRAXIS Rider C - Arrow Canyon Solar	Technology Escrow Agreement	Arrow Canyon Solar, LLC		
Powin-Rider-C-Tranquility-Project.docx	Technology Escrow Agreement	SP Tranquility Solar Storage LLC		
Powin-Rider-C-Garland-Project.docx	Technology Escrow Agreement	SP Garland Solar Storage LLC		
Arizona Mechanics Lien Waiver Forms (Statutory) Powin FINAL - Exh. Q-1	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC		Projects
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escrow-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	05/17/2022	
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Triple Butte LLC		
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Swoose LLC		
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Flower Valley LLC		
Exhibit U - AKE0060 - PRAXIS Rider C - (Final) (1).docx	Technology Escrow Agreement	MUNMORAH BATTERY PROJECTCO PTY LTD;	12/12/2022	
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023	Projects
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Technology Escrow Agreement	Praxis Technology Escrow	06/21/2018	Legal
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023	
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Technology Escrow Agreement	Acorn I Energy Storage LLC	10/01/2019	
PRAXIS Rider C Wildcat - FINAL.docx	Technology Escrow Agreement	Wildcat I Energy Storage LLC	11/25/2019	
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Technology Escrow Agreement	Serrano Solar, LLC	08/23/2023	
Coffman_Powin_Full MSA_2021_Clean CEI sig.pdf_signed_2021.12.17.23.39.32	Master Service Agreement	Coffman Engineers Incorporated	12/01/2021	ISC
Powin PO 5326 - Code Unlimited_Final Revision	Purchase Order	Code Unlimited LLC	11/15/2022	ISC
Professional Services Agreement -Powin and Billion	Master Service Agreement	Billion Electric Co., Ltd.	09/27/2022	ISC
MSA - Ameresco - POWIN CONTRACT - FINAL 9-8-2022.pdf_signed_2022.09.11.10.49.03	Master Service Agreement - ASP	Ameresco Inc	09/02/2022	
2017.04.21 - KSAndCo_MSA_Addendum_Q1_2017	Master Service Agreement	Kieckhafer, Schiffer & Company LLP	04/21/2017	
Powin - ACE Battery PFA - FINAL CLEAN - 03.14.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/14/2023	ISC
Q221028-1_MSA_ACCURE Inc_Powin_final.docx (1)	Master Service Agreement	Accure	10/28/2022	
Clean Peak Energy BESS MSA - 20210217 Execution Version - CPE signed	Master Supply Agreement	CPE Funding Pty Ltd	02/17/2021	
AMR Framework	Framework Agreement	Ameresco Inc	04/29/2022	
Akaysha Framework Agreement_Term Sheet - Executed_2022.03.04	Framework Agreement	Akaysha Energy Pty Ltd	03/01/2022	
SUN0030-3 Order Letter- Kruger 072319 (executed)	Purchase Order	SunGrid Solutions Inc.	07/24/2019	
MSA Stem - Powin (EXECUTED w PGs and LTSA v2)	Master Supply Agreement	Stem, Inc.	09/02/2020	
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Technology Escrow Agreement	Sun Streams Expansion LLC	08/23/2023	
PRAXIS - Powin Serrano Solar Rider C Final.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	08/23/2023	
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Technology Escrow Agreement	Sun Streams Expansion, LLC	08/23/2023	
2017.03.30 - Tolling Agreement Fully Executed	Purchasing Agreement	San Diego Gas & Electric Company	03/30/2017	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
2017-09-01 SCE-POWIN Goleta ESS1 FINAL EXECUTED	ESA (Energy Storage Agreement)	Southern California Edison Company	09/01/2017	
Termination of LNT_P_Angiola SBE0010.docx_signed_2022.06.21.20.39.07	LNT_P (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/21/2022	
Termination of LNT_P_Angiola SBE0010.docx_signed_2022.06.08.15.28.08	LNT_P (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/08/2022	
PO# 192 - Powin Energy - Schaeffler	Purchase Order	Saturn Power Inc.	04/06/2018	
20191209 - Prisma - Powin MSA_Fully Executed	Master Service Agreement	Prisma Energy Solutions LLC		
3.4.5 Charger - Amended and Restated BESA (PPA Grand Johanna) [EXECUTED]	ESA (Energy Storage Agreement)	PPA Grand Johanna LLC	12/04/2017	
PPA_Energy Storage_RA Only (After Online Date)_2016-08-05_EXECUTED	Purchasing Agreement	Southern California Edison Company	08/05/2016	
Grissom_1st Amendment to PPA_Fully Executed_1.9.2020	Purchasing Agreement	Grissom Solar, LLC	01/09/2020	
Grissom_2nd Amendment to PPA_Fully Executed_5.20.2020	Purchasing Agreement	Grissom Solar, LLC	05/20/2020	
Grissom_Power Purchase Agreement_09.06.2018	Purchasing Agreement	North Carolina Electric Membership Corporation	09/06/2018	
Ormat - Powin - OTI0040 - Bottleneck - ESA Amendment #1 - 05.10.2022	ESA (Energy Storage Agreement)	Ormat Nevada Inc	03/15/2022	
20201026 - RTC0020 Garland Executed Supply Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	10/26/2020	
Tranquility LTSA Powin Amendment 3 - Availability Calculations (Execution Version 12.8.22).pdf_signed_2022.12.22.09.23.39	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022	
Garland LTSA Powin Amendment 3 - Availability Calculations - 12.08.2022	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022	
LNT_P 1-2 Payment Release Lien Waivers - Hecate Johanna - Signed 6-22-2020	LNT_P (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	06/22/2020	
Hecate - LNT_P2 Amendment #1 - PECexec	LNT_P (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	07/02/2020	
PO Windsor PS00010871	Purchase Order	mitsubishi electric power products, inc (MEPPI)	12/19/2018	
PO Sarnia PS00010872	Purchase Order	mitsubishi electric power products, inc (MEPPI)	12/19/2018	
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	12/17/2019	Technology
Powin - REPT - MOU for Indonesia Opportunity - signed 08.14.2023	Memorandum of Understanding	REPT BATTERO Energy Co., Ltd	08/01/2023	ISC
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	09/26/2019	
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	03/01/2022	
Amendment 2 for MAV6 Subcontract .pdf_signed_2022.03.01.21.48.30	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	02/08/2022	
Powin - Desay Battery PFA - FINAL CLEAN - 03.15.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	03/15/2023	ISC
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Technology Escrow Agreement	Great Kiskadee LLC	12/20/2022	
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022	
PO - Powin - Wallum - final (corrected)	Purchase Order	Amp Solar US Services LLC	08/28/2020	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Oak_Hill_2-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 2 LLC	09/03/2021	
Oak_Hill_1-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 1 LLC	09/03/2021	
AKA0010 - Amendment 1 - 4 March 22_AKA Fully Executed	ESA (Energy Storage Agreement)	Aspin Kemp & Associates Inc	12/23/2021	
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Ventura	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021	
KIA0000 - Purchase Agreement - MEPI and Powin	Purchasing Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	08/29/2018	
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	01/13/2021	
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		
Rider-C-KCE-Powin.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		
PRAXIS - Powin - Sun Streams PVS Rider C executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/24/2023	
PRAXIS - Ulinda Park - Exhibit U - AKE0010 Rider C -executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/25/2023	
Powin & BQC MSA - signed 08.01.2023	Master Supply Agreement	Shenzhen Baiqiancheng Electronic Co.,Ltd		ISC
TPE0010 - Purchase Order	Purchase Order	TPE Energy, Inc.	10/27/2020	
TPE 0080_Powin_Form_BESA_TPE_225_TPE0	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021	
TPE 0070_Powin_Form_BESA_TPE_230P_TPE	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021	
Three Rivers - AMP0196 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Sunstreams 3 - Limited Notice to Proceed (Executed fully assembled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Sun Streams PVS, LLC	09/12/2022	
SUN0040 - SunGrid - Small Fry - OL	Purchase Order	Sungrid Solutions	08/08/2019	
Strata-Powin MSA Term Sheet 07-07-22 Fully Executed	Master Supply Agreement	Strata Solar, LLC	07/07/2022	
Strata Poblano LNTP (executed, compiled) (2)_small	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Poblano, Energy Storage, LLC	12/19/2022	
Strata Poblano ESA (fully executed and compiled)	ESA (Energy Storage Agreement)	Poblano Energy Storage, LLC	04/17/2023	
STR0010 - GUC Evans Substation - Services Agreement	LTSA (Long Term Service Agreement)	Strata Solar, LLC	10/27/2020	
STR0010 - GUC Evans Substation - BESA	ESA (Energy Storage Agreement)	Strata Solar, LLC	03/27/2020	
STM0913-BWV_Palmer_Sykes_Purchase_Order_11953_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0912-BWV_Douglas_Oak_Purchase_Order_11958_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0911-BWV_Dighton_Tremont_Purchase_Order_11957_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
Yuma Supply Agreement (executed, compiled with exhibits)	ESA (Energy Storage Agreement)	Yuma Solar Energy LLC	05/19/2023	
YUMA PCS LNTP Letter Agreement (fully executed 3.13.23)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Yuma Solar Energy LLC	03/13/2023	
Ysolar_PO_Leader_20210824	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/24/2021	
Willow Springs - ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
WEG0020 - Demo Stack225 - Purchase Order	Purchase Order	WEG Electric Corp	02/24/2020	
WEG0020 - Demo Stack225 - PO	Purchase Order	WEG Electric Corp	01/28/2020	
TX11 CSA Amendment 1 dually signed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/14/2022	
STM0652- Dark_N_Stormy_II_Purchase_Order_11633_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0651- Dark_N_Stormy_I_Purchase_Order_11634_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0572- Velvet_Mite_CPR_Purchase_Order_12288_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0571- Velvet_Mite_TR_Purchase_Order_12285_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0578- Velvet_Mite_SD_Purchase_Order_12283_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0577-Velvet Mite ML Purchase Order 12282 (assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0576- Velvet_Mite_MR_Purchase_Order_12287_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0574- Velvet_Mite_BR_Purchase_Order_12284_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0573- Velvet_Mite_QR_Purchase_Order_12286_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0493- Mosquito_III_Purchase_Order_11635_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0492- Mosquito_II_Purchase_Order_11637_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0491- Mosquito_I_Purchase_Order_11636_(assembled)(1)_small	Purchase Order	Stem, Inc.	03/08/2023	
Southern TQ_MPA LTSA - Powin Subcontract - 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021	
Southern Garland_MPA LTSA Powin Subcontract 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021	
Sol System - BESS Supply Agreement (Fully executed)	ESA (Energy Storage Agreement)	SCS Van Wyck 012823 Croton On Hudson, LLC	11/23/2021	
Slocum ESA (fully executed, compiled)	ESA (Energy Storage Agreement)	DTE Electric Company	12/15/2022	
Signed LES0010 BESA	ESA (Energy Storage Agreement)	Leader Energy Storage Technology Co., Ltd	09/30/2022	
SBE0010 Angiola LNTP (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	03/17/2022	
Santa Paula OMA (Executed)	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	10/21/2021	
Santa Paula BESA Powin - esVolta (Executed)	ESA (Energy Storage Agreement)	Santa Paula Energy Storage, LLC	10/21/2021	
RCT0030 - Tranquillity - BESSA - 20201123	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020	
Rabbitbrush 2 - Leeward - Powin BESA SA (executed)[71635]	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	
Rabbitbrush 1 - Leeward - Powin BESA SA (executed) (1)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	
Quote - QPO0030 (Richard Signed)	Purchase Order	QPO Energy, LLC	10/14/2021	
Quote - QPO0010-QPO Taiwan (Richard Signed)	Purchase Order	QPO Energy, LLC	10/01/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Purchase Order 10711 Powin 20210603 V3 (002) - signed	Purchase Order	Stem, Inc.	06/08/2021	
Purchase Order 10459 20210210 Stem - Fully Assembled - Fully Executed 20210308	Purchase Order	Stem, Inc.	02/28/2021	
Purchase Order 10425 20210114 Stem Signed	Purchase Order	Stem, Inc.	01/14/2021	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PPS0000 - Silver Oak - PO	Purchase Order	Pure Power Solutions, Inc.	02/27/2018	
Powin-LRE Sunstreams ESA (fully executed, compiled w exhibits)	ESA (Energy Storage Agreement)	Sun Streams PVS, LLC	12/09/2022	
Powin_LTSA_Az_Sun_El_SoL_Orangeville_FINAL	LTSA (Long Term Service Agreement)	Invenergy Services LLC	03/01/2022	
Powin_Akaysha_Waratah_LTSA_(compiled_fully_executed)	LTSA (Long Term Service Agreement)	Munmorah Battery ProjectCo Pty Ltd	12/16/2022	
Powin Project Addendum Hannover (FINAL PROJECT ADDENDUM 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Equipment, Inc. (MEPPI)	05/25/2021	
Powin Master Agreement 5-25-21 (FINAL MAIN BODY 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	05/25/2021	
Town of La Grange - Powin - LTSA - 06.30.2021	LTSA (Long Term Service Agreement)	La Grange, an Incorporated North Carolina Town	06/30/2021	
Powin LTSA - Bruce Power - 20230501 fully executed	LTSA (Long Term Service Agreement)	Saturn Battery I LP	05/01/2023	
Powin LNTP - NY ESRT Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022	
Powin LNTP - CSU Fullerton Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022	
Powin Executed MSA Stem - Powin 1st Restated - 20220914 Execution Version - FE	Master Supply Agreement	Stem, Inc.	09/14/2022	
Powin APS - Project Contract (Paloma & Cotton Center) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Hyder 1 & Hyder 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Gila Bend 1 & Gila Bend) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Foothills 1 & Foothills 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Desert Star) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Thousand Oaks	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021	
Powin - LRD Serrano ESA (fully executed assembled with exhibits)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	05/05/2023	
Powin - IPC BESA - IDP0070 (Melba) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0050 (Elmore) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0030 (Filer) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0010 (Weiser) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - CEP BESA - WWIII (Executed)[94637]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	
Powin - CEP BESA - WWII (Executed)[94638]_small2	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	
Powin - CEP BESA - WWI (Executed)[94575]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Powin - AKA0010 BESA (EXECUTED)	ESA (Energy Storage Agreement)	AKA Group	12/23/2021	
PO2022-001-Powin	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022	
PO003 - Quilhurst	Purchase Order	QPO Energy, LLC	10/14/2021	
PO001 - Taiwan	Purchase Order	QPO Energy, LLC	10/14/2021	
PO 4415070665 R5	Purchase Order	Honeywell Limited - HPS CA	12/01/2020	
PNM Rio Del Oro - LNTP(Fully Executed) (1)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023	
PNM Powin - South Valley EPA (fully executed, compiled with exhibits)[203748]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023	
PGR0020 - Rochester - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020	
PGR0010 - Tremont - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020	
PGE0010 - PGE- BPSC - PO	Purchase Order	Portland General Electric (PGE)	10/07/2019	
PEC to PEOS II Battery Equipment supply Agreement	ESA (Energy Storage Agreement)	Powin Energy Ontario Storage, LLC	07/01/2017	
PAC0010 - Klamath Falls -Material Supply and Installation Contract - EC	ESA (Energy Storage Agreement)	Pacificorp	10/06/2021	
PAC0010 - Klamath Falls - NTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pacificorp	10/07/2021	
Ormat Equipment Supply Agreement (executed)_small	ESA (Energy Storage Agreement)	Ormat Nevada Inc.	03/15/2022	
BESA Or Haner	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
OPL0010 - EPC Integration for Opalco by SunGrid	Purchase Order	Orcas Power & Light Cooperative (OPALCO)	12/04/2019	
OPL0010 - Decatur EPC Agreement - 20190712	ESA (Energy Storage Agreement)	Orcas Power & Light Cooperative (OPALCO)	07/12/2019	
Oak Hill 2 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021	
Oak Hill 1 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021	
Novasource - Powin Limited Services Agreement.docx	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	02/27/2023	Projects
NIS0040 - NIDEC - Disney Bahamas - PO	Purchase Order	Nidec ASI S.p.A.	05/29/2019	
BESA Nir Yitzac 3	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
BESA Nir Yitsac 2	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
Neat Mordechai - ESA - 6.9.2021	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
MTA-45002234641	Purchase Order	Mesa Technical Associates, Inc.	10/01/2019	
Millikan - PPA Grand Johanna - O&M Agreement	LTSA (Long Term Service Agreement)	PPA Grand Johanna LLC	12/04/2017	
MidAm ESS Supply Agreement FINAL 10.3.18_Fully Executed	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	10/02/2018	
MHP0230 - KCE TX23 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0230 - KCE TX 23 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
MHP0120 - KCE TX12 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0120 - KCE TX 12 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
MHP0110 - KCE TX11 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0110 - KCE TX 11 - Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
MHP0110 - KCE TX 11 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/15/2020	
MHP0010 - Fredonia - PO	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/25/2020	
MHP0010 - Fredonia - Order Letter	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/05/2020	
MEP0020 - ITC Test Bed - MSA	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
Mav6 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	Maverick Solar 6, LLC	07/19/2021	
LTSA_-GOElectric_-_Confederation_College_(Powin_2023-01-17_-_Fully_Compiled)	LTSA (Long Term Service Agreement)	Go Electric, Inc	02/02/2023	
LRE (Longroad)-Powin Definitive Framework Agreement (Executed)	Framework Agreement	Longroad BESS Procurement LLC	01/07/2022	
LRE - Powin - Rabbitbrush 2 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022	
LRE - Powin - Rabbitbrush 1 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022	
Longroad SS4 ESA (assembled, fully executed)_small	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	03/10/2023	
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Willow Springs Solar 3 project (fully	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022	
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Chaparral Solar project (fully execut	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022	
Lonestar ESA - SCL0020 (fully executed, compiled with all exhibits)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	05/01/2023	
LNTP_DYN0108_POWIN (051022) CLEAN - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022	
LNTP_DYN0107_Powin_05.092022 Clean Final - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022	
LNTP Side Letter DYN0108 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022	
LNTP Side Letter DYN0107 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022	
LES0010-Leader Energy Storage_210806-signed	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/06/2021	
Leader PO2022-001 Fully Executed	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022	
LaGrange Strata - Powin BESA (EXECUTED)	ESA (Energy Storage Agreement)	Strata Solar, LLC	08/12/2021	
La Grange Powin LNTP - Strata_2021.07.07_EXECUTED	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Storage, LLC	07/02/2021	
KMC0010 LNTP Letter Agreement - Brandywine (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC	03/15/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
STM0000 - Stem - Master Service Agreement (3)	Master Supply Agreement	Stem, Inc.	09/02/2020	
Stem Portfolio LNTP Letter Agreement 20220303 - Execution Version FE	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Stem, Inc.	03/03/2022	
SPI0040 - HoneywellSaturn - Bruce - Subcontract Agreement - A1	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/11/2019	
SPI0040 - HoneywellSaturn - Bruce - PO	Purchase Order	Honeywell Limited - HPS CA	03/01/2019	
SPI0040 - Honeywell Saturn - Bruce - Goods and Services Agreement	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/18/2019	
SPC0030 - Southern CO - PowerSecure - PO and Terms	Purchase Order	Southern Power Company (SPC)	02/20/2019	
SPC0030 - Southern Co - PowerSecure - OL	Purchase Order	Southern Power Company (SPC)	11/19/2019	
KCE0080 - PO #3 - KCE - Worsham	Purchase Order	KCE TX 8, LLC	05/22/2020	
KCE0070 - KCE TX7 - Services Agreement_EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 7, LLC	06/01/2020	
KCE0070 - PO - KCE - Flat Top	Purchase Order	KCE TX 7, LLC	05/22/2020	
KCE0060 - NY3 - Service Agreement	LTSA (Long Term Service Agreement)	Key Capture Energy, LLC (KCE)	06/01/2020	
KCE0060 - PO - KCE - NY3	Purchase Order	Key Capture Energy, LLC (KCE)	02/20/2020	
KCE_TX-12_Powin-MPA_CSA - Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
KCE TX-23_Powin-MPA_CSA_Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
KCE TX1TX2TX3 - LNTP 2 - 20190201	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/31/2019	
KCE TX1TX2TX3 - LNTP - 20190115	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/15/2019	
KCE - Master Equipment Supply Agreement TX NY	Master Supply Agreement	Key Capture Energy, LLC (KCE)	01/15/2019	
JPR0030 - Triple Butte - Services Agreement	LTSA (Long Term Service Agreement)	Triple Butte, LLC	08/21/2020	
JPR0030 - Triple Butte - PO 003	Purchase Order	Triple Butte, LLC	08/21/2020	
JPR0020 - Flower Valley - Service Agreement	LTSA (Long Term Service Agreement)	Flower Valley, LLC	05/15/2020	
JPR0020 - Flower Valley - PO 001	Purchase Order	Flower Valley, LLC	05/15/2020	
JPR0010 - Swoose - Services Agreement	LTSA (Long Term Service Agreement)	Swoose, LLC	05/15/2020	
JPR0010 - Swoose - PO 002	Purchase Order	Swoose, LLC	05/15/2020	
JPR0000 - Jupiter Power - Master Supply Agreement	Master Supply Agreement	Jupiter Power, LLC	05/15/2020	
JMA0030 - Jema - Flexitranstore - PO	Purchase Order	Jema Energy S.A.	12/20/2018	
INV0030 - Insurgentes - Supply Agreement	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	12/20/2019	
INV0030 - Insurgentes - Amendment 1	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	01/31/2020	
INV0020 - Orangeville - PO ORS111127	Purchase Order	Orangeville Energy Storage LLC	11/02/2020	
INV0020 - Orangeville - BESSSA	ESA (Energy Storage Agreement)	Orangeville Energy Storage LLC	11/02/2020	
INV0000 - Invenergy - Master Supply Agreement	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	12/20/2019	
Hummingbird Powin LTSA (assembled, executed)	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	02/10/2023	Revenue
Hummingbird Limited Notice to Proceed (compiled executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	esVolta Development, LLC	12/29/2022	
Hummingbird - ESV0220 - ESA (assembled, fully executed)	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	02/03/2023	
Honeywell_Powin_LTSA_EXECUTED_2021.08.18	LTSA (Long Term Service Agreement)	Honeywell International	08/18/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
HNL0077 - Hydro Extrusions - PO 4415658515 R1	Purchase Order	Honeywell Limited - HPS CA	09/23/2020	
HNL0072 - Honeywell - Malpack 1.1 - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0071 - Malpack 1.2 - PO 4415000886 R8	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0070 - Canopy Growth - PO 4415070665	Purchase Order	Honeywell Limited - HPS CA	03/24/2020	
HNL0069 - Toyota Boshoku - PO 4415001119 R6	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0068 - Pillers Waterloo - PO 4414731331 R9	Purchase Order	Honeywell Limited - HPS CA	04/18/2020	
HNL0068 - Pillers Waterloo - PO 4414731331 R7	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0067 - Pillers Brantford - PO 4414731269 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0066 - Rich Foods - PO 4414731328 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0065 - Honeywell - Molson Coors - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0064 - Decast - PO 4414731297 R9	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0062 - Kelloggs - PO 4414731277 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0061 - Enbridge - PO 4415000441 R6	Purchase Order	Honeywell International, Inc.	05/01/2020	
HNL0000 - Honeywell - MSA - EC	Purchasing Agreement	Honeywell International, Inc.	03/21/2019	
HNL0000 - Honeywell - Addendum - EC	ESA (Energy Storage Agreement)	Honeywell International, Inc.	12/20/2019	
HES0010 - Hunt - Demo - Order Letter	Purchase Order	Hunt Energy Solutions	06/11/2019	
Hemingway IPC BESA 80MW (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022	
Hemingway Expansion ESA (executed, compiled)	ESA (Energy Storage Agreement)	Idaho Power Company	06/08/2023	
HEM0070 - Ukraine - PO and Order Letter	Purchase Order	Sungrid Solutions	09/04/2020	
HEC0070 - Kitchener II - OM Agreement - 20181030	LTSA (Long Term Service Agreement)	Hecate Energy Ontario Storage VII, LP	10/30/2018	
HEC0070 - Kitchener II - BESA	ESA (Energy Storage Agreement)	Hecate Energy Ontario Storage VII, LP	03/01/2018	
HEC0050 - Johanna - Supply Agreement LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	05/28/2020	
HEC0050 - Johanna - Supply Agreement - LNTP2	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	06/11/2020	
HEC0050 - Johanna - Subcontract	ESA (Energy Storage Agreement)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	08/31/2020	
HEC0050 - Johanna - Long Term Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	01/25/2021	
Great Kiskadee ESA (Executed)	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	08/26/2022	
GOE0060 - Thunder Bay - BESA - 20180831	ESA (Energy Storage Agreement)	Go Electric Inc	08/31/2018	
GLP0020 - West Columbia - Services Agreement	LTSA (Long Term Service Agreement)	West Columbia Storage, LLC	09/09/2019	
GLP0020 - West Columbia - BESSSA	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	02/26/2019	
GLP0020 - Glidepath - W. Columbia - Second Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	10/04/2019	
GLP0020 - Glidepath - W. Columbia - First Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	09/09/2019	
GDS0010 - Gridspan - Pilot Order	Purchase Order	Gridspan Energy	10/29/2018	
FRS - AMP0195 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Framework Agreement - Akaysha_Powin_EXECUTED_2022.04.18	Framework Agreement	Akaysha Energy Pty Ltd	04/18/2022	
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021	
First_LTSA_Amendment_-_Tranquillity_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
First_LTSA_Amendment_-_Garland_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021	
First_BESA_Subcontract_Amendment_-_Tranquility_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020	
First_BESA_Subcontract_Amendment_-_Garland_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/26/2020	
First_Amendment_TX23_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First_Amendment_TX12_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First_Amendment_TX11_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First Amendment to Powin - Rabbitbrush 2 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	09/17/2021	
First Amendment to Powin - Rabbitbrush 1 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar LLC	09/17/2021	
Final_Dry_Bridge__LNTP_-_Powin_Signed_11-11-2021	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Solar, LLC	11/11/2021	
KCE0090 - TX2 - Port Lavaca - Services Agreement	LTSA (Long Term Service Agreement)	KCE TX 2, LLC	06/01/2020	
KCE0090 - Port Lavaca - PO - 20200522	Purchase Order	KCE TX 2, LLC	05/22/2020	
KCE0080 Powin Services Agreement - TX 8 - EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 8, LLC	06/01/2020	
EVE LF280K PO	Purchase Order	PuYuan Green Energy Inc.		
ESRT Powin ESA-Centipede (executed w_ exhibits)[142956]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022	
Elmbrook Powin PO	Purchase Order	Amp Solar US Services LP	01/19/2021	
El Sol AR Supply Agreement (executed, compiled)	ESA (Energy Storage Agreement)	El Sol Energy Storage LLC	05/19/2023	
El Sol - Energy Storage System Supply Agreement 04.09.21 (executed)	ESA (Energy Storage Agreement)	El Sol Storage Energy LLC	04/09/2021	
EDF-Powin BESS MSA (Executed - September 9, 2022)_small	ESA (Energy Storage Agreement)	EDF Renewables Development, Inc.	09/09/2022	
EDF0070 - Mav 6 - BESS Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	12/22/2020	
EDF0070 - Amendment 1 to BESS Subcontract - final - PEC exec	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/26/2021	
EDF0050 - Big Beau 2 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021	
EDF0050 - Big Beau 2 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021	
EDF0040 - Big Beau 1 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021	
ESV0290 - Third Powin Letter Agreement - Acorn-FINAL - signed (1)	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	06/08/2021	
ESV0290 - esVolta - Operation & Maintenance Agreement	LTSA (Long Term Service Agreement)	Acorn I Energy Storage LLC	11/06/2019	
ESV0290 - esVolta - Acorn BESA	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	11/06/2019	
ESV0090 - esVolta - Wildcat BESA	ESA (Energy Storage Agreement)	Wildcat I Energy Storage, LLC	11/06/2019	
ESV0090 - esVolta - Operations & Maintenance Agreement	LTSA (Long Term Service Agreement)	Wildcat I Energy Storage, LLC	11/06/2019	
ESV0000 - Stratford - OM Agreement	LTSA (Long Term Service Agreement)	Powin Energy Ontario Storage, LLC	03/29/2018	
CSU Powin ESA-Centipede (executed w_ exhibits)[143046]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022	
CSE0010 - Countryside - Purchase Order	Purchase Order	CS Energy, LLC	09/29/2020	
CPE0070 - CPE - Waneroo - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
CPE0040 - CPE - Lansell Square - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
CPE0030 - CPE - Bateau - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
CPE0020 - CPE - Salamander Bay - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
Cotuit - AMP0194 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Waratah_Energy_Supply_Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/04/2022	
CleanPeak Energy MSA PO form 20210602 Final Executed	Purchase Order	Clean Peak Energy (CPE)	05/20/2021	
CLEAN Powin - 20191028 - PEC BESA - PEC v.11 Final Tremont - 02192021 - Fully Executed	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021	
CLEAN Powin - 20191028 - PEC BESA - PEC v.10 Final Rochester - 02192021 - Fully Executed (1)	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021	
Chaparral Springs ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022	
Chap Solar & Willow Springs LNTP - Fully Compiled and Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Chaparral Springs, LLC	05/27/2022	
CEP0180 - Master Supply Agreement - MEPPi - Sarnia	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPi)	02/27/2019	
CEP0100 - Master Supply Agreement - MEPPi - Windsor	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPi)	02/27/2019	
CAR0040 - Candela Transoceanic shipping - Exhibit E	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021	
Candela - Powin - BESA (Executed 11.17.2021) (1)	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021	
Brandywine LNTP Amendment and Assignment [EXECUTED]	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC/ESI, Inc.		
Brandywine ESA [Execution Version + exhibits] (EXECUTED) (1)	ESA (Energy Storage Agreement)	ESI Inc.	12/05/2022	
Black Mesa IPC BESA (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022	
BESA - Adon & Powin	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017	
BB2 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021	
BB1 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021	
AVEP LTSA - Fully Compiled (Executed)	LTSA (Long Term Service Agreement)	AVEP BESS, LLC	12/15/2022	
AVEP LNTP - Fully Executed and Compiled	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	05/27/2022	
AVEP Fifth Amendment to LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	08/05/2022	
AVEP ESSA - EXECUTION VERSION (Fully Compiled, EXECUTED) - 12-21-2022_small	ESA (Energy Storage Agreement)	AVEP BESS, LLC	12/21/2022	
Auto-Chen_Ltd_(Nir_David)_BESA_2021.05.12_EXECUTED (Commissioning LDs Weekly Edit) LD initialized 17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTE D (w. Exhibit B) small	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTE D (w. Exhibit B and Commissioning LDs Weekly Edit)17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Arrow Canyon Powin LTSA_Singed_wExhibit	LTSA (Long Term Service Agreement)	Arrow Canyon Solar, LLC	12/10/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Arrow Canyon - BESS Agreement (Fully Executed 06042021)	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	06/03/2021	
AMR0170 Hampden Landfill Powin BESA (fully executed)	ESA (Energy Storage Agreement)	Hampden Landfill Solar LLC	05/11/2022	
APE0010 Apex Sabal BESA-Centipede (Fully Executed)	ESA (Energy Storage Agreement)	II Battery Storage US LLC (CAMERON WIND I, LLC)	05/13/2022	
Angelo ESA (fully assembled and executed)_small	ESA (Energy Storage Agreement)	Angelo Storage, LLC	08/10/2022	
AMRC OUC ESA (Fully Executed, Compiled)_small	ESA (Energy Storage Agreement)	Ameresco Inc.	11/23/2022	
AMR0190-Kupono LNTP (Powin 04.22.22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Kupono Solar, LLC	04/22/2022	
AMP0070 - Cronin - PO	Purchase Order	Amp Solar US Services LP	08/04/2020	
AMP0070 - Cronin - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020	
AMP0060 - Wallum - PO	Purchase Order	Amp Solar US Services LP	08/04/2020	
AMP0060 - Wallum - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020	
AMP0050 - Palmer - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Ware Palmer Road Solar, LLC	09/09/2020	
AMP0050 - Ware Palmer - PO	Purchase Order	Amp Solar US Services LP	08/28/2020	
AMP0020 - PO - Powin - Adams Road	Purchase Order	Amp Solar US Services LP	08/28/2020	
AMP0020 - Adams Road - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	East Brookfield Adams Road Solar LLC	09/09/2020	
AMP0000 - Amp - Master Service Agreement - 20200710	Master Supply Agreement	esVolta, LP	07/09/2020	
Amendment_2_SPC_Garland_Prime_Contract_-_Final	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	04/25/2022	
Leader - Powin - PO 20211213_approved__powin (LD Date Change 6.15.22)	Purchase Order	Leader Energy Storage Technology Co., Ltd	12/13/2021	
20210811 - LNTP for TPE21001 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/04/2021	
20210811 - LNTP for TPE20032 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/02/2021	
20201231_Westar_-_Project_Contract_(final_exhibits_executed)	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	02/05/2021	
20191028 - PEC BESA - Base v.9 Putah Creek Execution Copy 042221_fully signed	ESA (Energy Storage Agreement)	Putah Creek Solar Farms, LLC	04/22/2021	
20190715 - Annex - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019	
20190715 - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019	
2021.12.30 Powin-Borrego MSA wForm BESA (Fully Executed)	Master Supply Agreement	Borrego Solar Systems Inc	12/30/2021	
2021.11.09_LTSA_FINAL_Oak Hill 2_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2021.11.09_LTSA_FINAL_Oak Hill 1_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2021.11.09_LTSA_FINAL_Elmbrook_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2018.08.22 Stillwater- v13.3 - PEC Final (fully executed) (003)	Purchase Order	Stillwater Energy Storage, LLC	08/22/2018	
2017.02.03 - Adon Powin - Battery Equipment Supply Agreement - EXECUTED	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017	Revenue
EDF0040 - Big Beau 1 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
DTE Powin LNTP Letter Agreement - Engineer (compiled, fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	07/18/2023	
Dry Bridge Strata-Powin BESA (compiled, fully executed)	ESA (Energy Storage Agreement)	Strata Solar, LLC	02/02/2022	
Desert Quartzite - Project Agreement (Executed)	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	12/06/2022	
Desert Quartzite - NTP (Executed)-1	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Desert Quartzite, LLC	12/06/2022	
MSA - Powin & TopBand - signed 07.21.2023	Master Service Agreement	Huizhou Topband Electrical Technology Co., LTD		ISC
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India		ISC
Exhibit_U_-_AKE0010_-_Ulinda Park_Tech_Escrow_Invoicing_Agreement_(Final) - executed	Technology Escrow Agreement	Ulinda Park ProjectCo Pty Ltd	07/21/2023	
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)___7.20.2023_clean_executed	Technology Escrow Agreement	Sun Streams PVS, LLC	07/20/2023	
PNM Powin Rio Del Oro EPA (fully executed, compiled with exhibits)[203747]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023	
PNM South Valley - LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023	
20220814 - LNTP Letter Agreement - Lonestar (Powin CLEAN 12.21.22)(Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Lone Star Solar, LLC	12/21/2022	
Lonestar LTSA (fully executed, compiled with exhibits)	LTSA (Long Term Service Agreement)	Lone Star Solar, LLC	05/01/2023	
Hemingway Expansion LNTP (fully executed, fully compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/05/2023	
Second Amended and Restated LNTP - Hemingway Expansion (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/25/2023	
Akaysha - Ulinda Park - Powin - Energy Supply Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	06/26/2023	
Akaysha - Ulinda Park - LTSA (fully executed, compiled)	LTSA (Long Term Service Agreement)	Ulinda Park ProjectCo Pty Ltd	06/28/2023	Revenue
Li-Cycle Inc. - Services Agreement & Quote - signed 10.20.2022	Master Service Agreement	Li-Cycle Holdings Corp.	10/20/2022	ISC
06.10.2022 EVE - Powin MSA Amendment #2 - signed	Master Supply Agreement	EVE Asia Co. Limited	06/01/2022	ISC
Powin_CNTE_Purchase Framework Agreement-Fully Executed - 02.28.2022	Framework Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	02/28/2022	ISC
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India		ISC
Amendment to MSA - Powin Energy (2)_Final	Master Service Agreement	RRC Power and Energy, LLC	01/26/2022	ISC
Powin & Heilind MSA - signed 08.29.2022 (Supplier of Amphenol Materials)	Master Supply Agreement	Heilind Asia Pacific (HK) Ltd.	08/29/2022	ISC
Formosa Supply Agreement redv4 20201029	Master Supply Agreement	Formosa Electronic Industries, Inc.		ISC
Energy Storage Response Group, LLC_Powin_MSA (SOW 1 & 2)_2021.06.21_Executed	Master Service Agreement	Energy Storage Response Group LLC	06/21/2021	ISC
Powin & Envision AESC US MSA - signed 07.28.2022	Master Supply Agreement	Envision AESC US LLC	07/18/2022	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Powin - REPT - MOU - Fully Executed 04.21.2022	Memorandum of Understanding	REPT BATTERO Energy Co., LTD	06/01/2024	ISC
Powin - ACE Battery PFA - signed 03.15.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/15/2023	ISC
Powin - iBase Solutions PFA - signed 05.16.2023	Framework Agreement	iBase Solution Co., Ltd.	05/16/2023	ISC
20191031 - iBase fully executed	Master Supply Agreement	iBase Gaming Inc.	10/31/2019	ISC
Powin & CIMC MSA - signed 03.07.2023	Master Service Agreement	Qingdao CIMC container manufacture CO. LTD	03/01/2023	ISC
REPT Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Ruipu Energy Co., LTD (REPT)	06/29/2021	ISC
Powin - Myst AI Form Agreement and Order Form_FINAL_2022.10.07.docx	Purchase Order	Myst AI, Inc.	10/07/2022	ISC
Powin_Bluewater Battery Solutions_Services Agreement - FINAL - signed 12.09.2022	Master Service Agreement	Bluewater Battery Logistic, LLC	12/09/2022	ISC
EVE-Powin-iBase 3-Party MSA 03.17.2021	Master Supply Agreement	EVE Asia Co. Limited	09/30/2021	ISC
Huizhou Topband Electrical Technology Purchase Framework Agreement	Framework Agreement	Huizhou Topband Electrical Technology Co., Ltd.	12/29/2021	ISC
Powin & J-Tech MSA - signed 12.30.2022	Master Supply Agreement	China J-Tech Precision Machinery Group Limited		ISC
AESC Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	07/07/2021	ISC
Amendment to EVE-Powin-Finway 3-Party MSA - Performance Only - 12.16.2021 (1)	Master Supply Agreement	EVE Asia Co. Limited	11/22/2021	ISC
Powin - SMA MSA 2022.08.22 clean Final with Exhibits part exec 08.23.22	Master Supply Agreement	SMA Solar Technology America LLC	08/19/2022	ISC
Powin - Hithium PFA - signed- 05.18.2023	Framework Agreement	Hithium (Xiamen Hithium Energy Storage Technology Co., Ltd.)	05/18/2023	ISC
Powin - REPT MSA - FINAL with Exhibits - signed 12.13.2022	Master Supply Agreement	REPT BATTERO Energy Co., LTD	12/06/2022	ISC
Amendment 3 to MSA between Powin and EVE - signed 11.21.2022	Master Supply Agreement	EVE Power Hong Kong Co., Limited	10/31/2022	ISC
Formosa MOU	Memorandum of Understanding	Formosa Electronic Industries, Inc.		ISC
Powin G Battery PFA FINAL - signed 04.24.2023	Framework Agreement	Xuzhou G Battery International Trade Co., Ltd.	04/24/2023	ISC
CATL & Powin Cell MSA - 01.23.2019	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	06/30/2022	ISC
Intertek_Powin MSA 7.21.21_EXECUTED (4)	Master Service Agreement	Intertek Testing Services NA, Inc.	07/21/2021	ISC
Powin - Formosa Electric Industries PFA - Executed 03.23.2023	Framework Agreement	Formosa Electronic Industries, Inc.	03/22/2023	ISC
Powin EPSOFT Service Agreement - signed 06.03.2022	Master Service Agreement	EPSOFT	06/03/2022	ISC
Powin & Ace Engineering MSA - EXECUTED - 12.12.2022	Master Supply Agreement	ACE Engineering & Co Ltd	12/12/2022	ISC
Powin - SMA MSA - clean FINAL EXECUTED v2 12232020	Master Supply Agreement	SMA Solar Technology America LLC	01/01/2021	ISC
2022-2023 Annual Purchase Agreement_2021.05.17_EXECUTED (3)	Purchasing Agreement	Contemporary Amperex Technology Co. Limited (CATL)		ISC
EVE Cell PG and Warranty Term Amendment - 01.05.2023	Master Supply Agreement	EVE Asia Co. Limited		ISC
Powin-CATL-MSA Amendment #1 - signed 20220214	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)		ISC
Master Supply Agreement_GTI_9-6-2022 Executed	Master Supply Agreement	GTI Fabrication	09/05/2022	ISC
MSA - Powin & C3Controls - signed 04.03.2023	Master Supply Agreement	Control Concepts Corporation dba c3controls	04/01/2023	ISC
Dynapower - Powin - MSA - 12-15-2020 - Countersigned	Master Supply Agreement	Dynapower Company, LLC	10/01/2020	ISC
Powin - Envision AESC - MOU FINAL - Fully Executed - 02.17.2022	Memorandum of Understanding	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.		ISC
Powin & CIMC-Powin JV MSA - 04.27.2023	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., LTD	04/23/2023	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Jabil Powin - MSA Amendment 1 - signed 04.10.2023	Master Supply Agreement	Jabil Inc.	02/13/2023	ISC
Powin & Celestica MSA - EXECUTED - 04.26.2023	Master Supply Agreement	Celestica LLC	03/06/2023	ISC
Powin - Desay Battery PFA - signed 03.26.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.		ISC
Powin & CNTE MSA - Fully Executed - 04.20.2022	Master Supply Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)		ISC
Powin & SGS Service Agreement_FINAL - 03.14.2022	Master Service Agreement	SGS North America Inc.	03/14/2022	ISC
Powin & SIBA Fuse MSA - signed 10.10.2022	Master Supply Agreement	SIBA, LLC	10/10/2022	ISC
EVE-Powin-Finway 3-Party MSA 12.16.2020	Master Supply Agreement	EVE Asia Co. Limited		ISC
Li-Cycle Inc. - Services Agreement Quote 12022022 - 2nd pickup - signed 12.07.2022	Master Service Agreement	Li-Cycle Holdings Corp.	12/07/2022	ISC
Powin - Jabil MSA - FINAL - 06.20.2022	Master Supply Agreement	Jabil Inc.	06/07/2022	ISC

Content type	Title	Counterparty	Effective Date
Document	TPE Energy - Powin - JV Agreement - 05.20.2020	TPE Energy; iBase Gaming Inc. CMIC Technology Co., Ltd Qingdao CIMC Container Manufacture Co. LTD.	05.20.2020
Document	Powin_CIMC JV Agreement Bilingual	Powin China Holdings 2, LLC	Unknown, effective Date is blank
Document	JV Powin UCB revUCB 101224 PDF	UCB S.A.	01.10.2025
Document	CIMC-Powin Term Sheet 28July_Final	CMIC Technology Co., Ltd	07.21.2022

Contract Management - Contract information - Technology Escrow Agreements

File	Contract Type*	Counterparty Name*	Second Counterparty Name	Contract/Document Effective Date*	Project ID	Project Name	Folder
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	PRAXIS Technology Escrow, LLC	09/10/2024	AKE0010	Ulinda Park	/Customer Contracts (EXECUTED)/Akaysha Energy Pty Ltd/AKE0010 - Ulinda Park
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C- 05.01.2024	Rider C	Cameron Wind 1,, LLC	PRAXIS Technology Escrow, LLC	05/01/2024	APE0010	Sabal	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0010 - Sabal
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow		03/22/2024			/Supplier Contracts/Technology
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Rider C	DTE Electric Company		02/23/2024	DTE0021	Trenton	/Customer Contracts (EXECUTED)/DTE Electric Company/DTE0021 - Trenton Channel
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Invoicing Agreement	DTE Electric Company		02/23/2024	DTE0021	Trenton	/Customer Contracts (EXECUTED)/DTE Electric Company/DTE0021 - Trenton Channel
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	PRAXIS Technology Escrow, LLC	02/22/2024	AKE0060	Waratah	/Customer Contracts (EXECUTED)/Akaysha Energy Pty Ltd/AKE0060 - Waratah Super Battery
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Invoicing Agreement	Yuma Solar Energy LLC		12/05/2023	INV0490	Yuma	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0490 - YUMA
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Invoicing Agreement	El Sol Energy Storage LLC		12/05/2023	INV0111	El Sol	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0111 - El Sol A&R
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Rider C	Yuma Solar Energy LLC		12/05/2023	INV0490	Yuma	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0490 - YUMA
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Rider C	El Sol Energy Storage LLC		12/05/2023	INV0111	El Sol	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0111 - El Sol A&R
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Invoicing Agreement	EPC Services Company		11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Rider C	EPC Services Company	PRAXIS Technology Escrow, LLC	11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Rider C	Poblano Energy Storage, LLC	PRAXIS Technology Escrow, LLC	11/03/2023	STR0040	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Invoicing Agreement	Poblano Energy Storage, LLC		11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Rider C	Idaho Power Comapny		09/14/2023	IDP0061	Hemingway Expansion	/Customer Contracts (EXECUTED)/Idaho Power Company/IDP0061 - Hemingway Expansion
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Invoicing Agreement	Idaho Power Comapny		09/14/2023	IDP0061	Hemingway Expansion	/Customer Contracts (EXECUTED)/Idaho Power Company/IDP0061 - Hemingway Expansion
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Rider C	Sun Streams Expansion, LLC		08/23/2023	LRD0082	Sunstreams 4	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0082 - Sunstreams 4

PRAXIS - Powin Serrano Solar Rider C Final.docx	Rider C	Serrano Solar, LLC	PRAXIS Technology Escrow, LLC	08/23/2023	LRD0100	Serrano	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0100 - Serrano
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Invoicing Agreement	Sun Streams Expansion LLC		08/23/2023	LRD0082	Sunstreams 4	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0082 - Sunstreams 4
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Invoicing Agreement	Serrano Solar, LLC		08/23/2023	LRD0100	Serrano	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0100 - Serrano
PRAXIS - Powin - Sun Streams PVS Rider C executed	Rider C	Sun Streams PVS, LLC	PRAXIS Technology Escrow, LLC	07/24/2023	LRD0081	Sunstreams3	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0081 - Sunstreams 3
Sun Streams 3 - _Invoicing_Agreement_(IP_Escrow)_7.20.2023_clean_executed	Invoicing Agreement	Sun Streams PVS, LLC		07/20/2023	LRD0081	Sunstreams 3	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0081 - Sunstreams 3
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.1 2.21.07.29.30	Invoicing Agreement	Angelo Storage LLC		12/20/2022	APE0060	Angelo Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0060 - Angelo Storage
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.1 2.21.07.32.07	Invoicing Agreement	Great Kiskadee LLC		12/20/2022	APE0070	Kiskadee Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0070 - Great Kiskadee Storage
PRAXIS Rider C (Angelo Storage, LLC)	Rider C	Angelo Storage LLC		12/20/2022	APE0060	Angelo Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0060 - Angelo Storage
PRAXIS Rider C Great Kiskadee Storage, LLC	Rider C	Great Kiskadee Storage, LLC		12/20/2022	APE0070	Kiskadee Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0070 - Great Kiskadee Storage
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Rider C	Desert Quartzite, LLC		12/06/2022	EDF0480	Desert Quartzite	/Customer Contracts (EXECUTED)/EDF Renewables Development, Inc/EDF0480 - Desert Quartzite
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Rider C	Hummingbird Energy Storage, LLC		10/01/2022	ESV0220	Hummingbird	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0220 - Hummingbird
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	PRAXIS Technology Escrow, LLC	05/17/2022	ESV0000	Stratford	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0000 - Stratford
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	Santa Paula Energy Storage	PRAXIS Technology Escrow, LLC	03/01/2022	ESV0230	Santa Paula	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0230 - Santa Paula
Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Acorn I Energy Storage LLC	PRAXIS Technology Escrow, LLC	02/21/2022	ESV0290	Acorn I	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0290 - Acorn
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Rider C	KCE Texas Holdings 2020, LLC	PRAXIS Technology Escrow, LLC	01/13/2021	MHP0110, MHP0120, MHP230	TX 11, TX 12, Roughneck	/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Rider C	KCE Texas Holdings 2020, LLC		01/13/2021		TX 2, TX7, TX8	/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		12/17/2019			/Supplier Contracts/Technology

PRAXIS Rider C Wildcat - FINAL.docx	Rider C	Wildcat I Energy Storage LLC		11/25/2019	ESV0090	Wildcat	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0090 - Wildcat Project
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Rider C	Acorn I Energy Storage LLC		10/01/2019	ESV0290	Acorn	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0290 - Acorn
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	West Columbia Storage LLC	PRAXIS Technology Escrow, LLC	09/26/2019	GLP0020	Glidepath West Columbia	/Customer Contracts (EXECUTED)/West Columbia Storage, LLC/GLP0020 - Glidepath West Columbia
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Rider C	Praxis Technology Escrow		06/21/2018	ESV0000	Stratford	/Customer Contracts (EXECUTED)/esVolta, LP
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	PRAXIS Technology Escrow, LLC	03/15/2018	ESV1000	Millikan	/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0201	West Warwick I	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0201 - West Warwick I
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0201	West Warwick I	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0202 - West Warwick II
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0203	West Warwick III	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0203 - West Warwick III
Rider-C-KCE-Powin.docx	Rider C	Key Capture Energy	PRAXIS Technology Escrow, LLC				/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Rider C	KCE Texas Holdings 2020, LLC	PRAXIS Technology Escrow, LLC		KCE0090, KCE0070, KCE0080	TX 2, TX 7, TX 8	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Rider C	Flower Valley LLC	PRAXIS Technology Escrow, LLC		JPR0020	Flower Valley	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0020 - Flower Valley
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Rider C	Swoose LLC	PRAXIS Technology Escrow, LLC		JPR0010	Swoose	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0010 - Swoose
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Rider C	Triple Butte LLC	PRAXIS Technology Escrow, LLC		JPR0030	Triple Butte	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0030 - Triple Butte
Powin-Rider-C-Garland-Project.docx	Rider C	SP Garland Solar Storage LLC Mitsubishi Power Americas	PRAXIS Technology Escrow, LLC		RCT0020	Garland	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon/RCT0020 - Garland
Powin-Rider-C-Tranquility-Project.docx	Rider C	SP Tranquility Solar Storage LLC Mitsubishi Power Americas	PRAXIS Technology Escrow, LLC		RCT0030	Tranquility	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon/RCT0030 - Tranquility
PRAXIS Rider C - Arrow Canyon Solar	Rider C	Arrow Canyon Solar, LLC			EDF0170	Arrow Canyon	/Customer Contracts (EXECUTED)/EDF Renewables Development, Inc/EDF0170 - Arrow Canyon
PRAXIS Rider C - Rabbitbrush Solar, LLC	Rider C	Rabbitbrush Solar, LLC			FSI0040	Rabbitbrush 1	/Customer Contracts (EXECUTED)/Leeward/FSI0040 - Rabbitbrush 1
PRAXIS Rider C - Chaparral Springs - Powin.docx	Rider C	Chaparral Springs, LLC			LWD0020	Chapparral Springs	/Customer Contracts (EXECUTED)/Leeward/LWD0020 - Chaparral Springs

Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Rider C	Santa Paula Energy Storage			ESV0230	Santa Paula	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0230 - Santa Paula
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Schedule 3.7

INTELLECTUAL PROPERTY

- (a)
(i) Registered Intellectual Property
a. PATENTS

KS Ref. No.	Country	Type	Title	Application No.	Filed	Publication No.	Publication Date	Patent No	Issued	Status	Next Due Date	Status Changed Date	Comments
9888-100878-01	U.S.	Direct	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	16/101,032	8/10/2018	2020/0052502	2/13/2020	10,978,884	4/13/2021	Issued	10/13/2028 - Due, 2nd maintenance fee	9/24/2024	1st maintenance fee paid 9/24/2024
9888-100878-02	PCT		ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	PCT/US2019/045678	8/8/2019	WO 2020/033665	2/13/2020	N/A	N/A	Expired PCT			
9888-100878-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,491	8/8/2019	3,107,491	2/13/2020			Pending		6/3/2024	Instructed to cease work and allow to lapse 6/3/2024; awaiting notice of abandonment
9888-100878-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052902.0	8/8/2019	112567586A	3/26/2021	112567586B	11/15/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

9888-100878-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19847972.7	8/8/2019	3834271	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100878-06	Japan	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	2021-531461	8/8/2019	2021-534719	12/9/2021	7295952	6/13/2023	Issued	6/13/2026 - Due, maintenance fee	6/13/2023	
9888-100878-07	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	17/213,155	3/25/2021	2021/0218250	7/15/2021	11,799,137	10/24/2023	Issued	4/24/2027 - Due 1st maintenance fee	10/24/2023	
9888-100878-08	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	18/491,448	10/20/2023	2024/0047769	2/8/2024			Pending		2/8/2024	Application published on 02/08/2024; awaiting action from PTO
9888-100878-09	China	Divisional	BALANCING CIRCUIT AND METHOD	2024115086475.0	10/28/2024	119401598	2/7/2025			Pending		10/28/2024	Application published on 02/07/2025; awaiting action from CNIPA
9888-100879-01	U.S.	Direct	ENHANCED BATTERY MANAGEME	16/101,045	8/10/2018	2020/0052503	2/13/2020	11,063,444	7/13/2021	Issued	1/13/2029 - Due, 2nd	12/27/2024	1st maintenance fee

			NT SYSTEM FOR BATTERY PACK								maintena nce fee		paid 12/27/202 4
9888- 1008 79-02	PCT		ENHANCED BATTERY MANAGEME NT SYSTEM FOR BATTERY PACK	PCT/US2019/0 45696	8/8/201 9	<u>WO 2020/03368 0</u>	2/13/20 20	N/A	N/A	Expired PCT			
9888- 1008 79-03	Can da	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,493	8/8/201 9	<u>3,107,493</u>	2/13/20 20			Pending		6/3/202 3	Instructed to cease work and allow to lapse 6/3/2024; awaiting Notice of Abandon ment
9888- 1008 79-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052886. 5	8/8/201 9	<u>112585837</u>	3/30/20 21	<u>11258583 7B</u>	11/12/2 024	Issued	8/8/2025 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee
9888- 1008 79-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19848236.6	8/8/201 9	<u>3834272</u>	6/16/20 21			Pending	8/8/2025 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee
9888- 1008 79-06	Japan	National Stage	ENHANCED BATTERY MANAGEME NT SYSTEM FOR BATTERY PACK	2021-531462	8/8/201 9	<u>2021- 534720</u>	12/9/20 21	<u>7295953</u>	6/13/20 23	Issued	6/13/202 6 - Due, 4th maintena nce fee	6/13/20 23	
9888- 1008 80-01	U.S.	Provision al	MODULAR BATTERY STACK AND	62/729,852	9/11/20 18	N/A	N/A	N/A	N/A	Expired Provisio nal			

9888-100880-02	PCT		SUPPORT SYSTEM MODULAR BATTERY STACK AND SUPPORT SYSTEM	PCT/US2019/050328	9/10/2019	WO 2020/055809	3/19/2020	N/A	N/A	Expired PCT			
9888-100880-03	Canada	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	3,110,857	9/10/2019	3,110,857	3/19/2020			Pending		8/12/2024	Examination requested 8/12/2024 ; awaiting 1st action
9888-100880-04	China	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	201980059297.X	9/10/2019	112673519	4/16/2021	N/A	N/A	Abandoned		8/10/2023	
9888-100880-05	EPC	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	19861075.0	9/10/2019	3850687	7/21/2021			Pending	6/6/2025 - Due, action response	2/25/2025	Preparing instructions to foreign agent to file response
9888-100880-06	U.S.	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	17/273,696	3/4/2021	2021/0336302	10/28/2021	11,996,531	5/28/2024	Issued	11/28/2027 - Due, 1st maintenance fee	5/28/2024	Patent issued 5/28/2024
9888-106220-01	U.S.	Provisional	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	62/066,185	10/20/2014	N/A	N/A	N/A	N/A	Expired Provisional			

9888-106220-02	U.S.	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	14/678,074	4/3/2015	2016/0111900	4/21/2016	10,263,436	4/16/2019	Issued	10/16/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-106220-03	China	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	201610208153.4	4/1/2016	105939035A	9/14/2016	105939035B	9/21/2018	Abandoned		4/1/2024	Notice of Cessation of Patent Rights issued 11/7/2024
9888-106221-01	PCT		ELECTRICAL ENERGY STORAGE UNIT	PCT/CN2011/071548	3/5/2011	WO 2012/11929Z	9/13/2012	N/A	N/A	Expired PCT			
9888-106221-02	China	Direct	ELECTRICAL ENERGY STORAGE UNIT	201180065185.9	3/5/2011	103403993A	7/19/2013	103403993B	8/24/2016	Issued	3/5/2025 - Due, maintenance fee	2/12/2024	2024 maintenance fee paid 2/12/2024
9888-106221-03	U.S.	National Stage	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	13/978,689	8/27/2013	2013/0328530	12/12/2013	9,331,497	5/3/2016	Issued	11/3/2027 - Due, 3rd maintenance fee	10/17/2023	2nd maintenance fee paid 10/17/2023
9888-106221-04	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND	14/962,491	12/8/2015	2016/0141894	5/19/2016	9,847,654	12/19/2017	Issued	6/19/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 2nd maintenance fee

			APPLICATION S THEREOF										
9888-106221-05	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	201611110795.7	12/6/2016	106849212	6/13/2017	N/A	N/A	Abandoned			
9888-106221-06	U.S.	Provisional	MODULAR, STACKABLE BATTERY ENERGY STORAGE SYSTEM, AND APPLICATION S THEREOF	62/554,881	9/6/2017	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106221-07	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	15/845,598	12/18/2017	2018/0123357	5/3/2018	10,536,007	1/14/2020	Issued	7/14/2027 - Due, 2nd maintenance fee	6/15/2023	1st maintenance fee paid 6/15/2023
9888-106221-08	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	201810422475.8	5/5/2018	108649595A	10/12/2018	108649595B	10/22/2021	Abandoned		5/5/2024	Notice of Cessation of Patent Rights issued 12/11/2024
9888-106222-01	U.S.	Direct	NON-TRACTION BATTERY CONTROLLER AND	14/105,952	12/13/2013	2015/0165913	6/18/2015	9,168,836	10/27/2015	Issued	4/27/2027 - Due, 2nd maintenance fee	2/17/2023	2023 maintenance fee paid 2/17/2023

			APPLICATION S THEREOF										
9888-106222-02	China	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATION S THEREOF	201410111983.6	3/24/2014	104009530A	8/27/2014	104009530B	11/20/2016	Abandoned		3/24/2024	Notice of Cessation of Patent Rights issued 10/30/2024
9888-106223-01	U.S.	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMEMENT SYSTEM	14/851,482	9/11/2015	2017/0077559	3/16/2017	9,923,247	3/20/2018	Issued	9/20/2025 - Due, 2nd maintenance fee	9/9/2021	1st maintenance fee paid 9/9/2021
9888-106223-02	China	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMEMENT SYSTEM	201610816277.0	9/10/2016	107123834	9/1/2017	N/A	N/A	Abandoned		6/25/2021	
9888-106224-01	U.S.	Direct	BATTERY MANAGEMEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLER S.	14/851,460	9/11/2015	2017/0077558	3/16/2017	10,122,186	11/6/2018	Issued	5/6/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-106224-02	China	Direct	BATTERY MANAGEMEMENT SYSTEM (BMS) HAVING	201610816276.6	9/10/2016	106899052	6/27/2017	N/A	N/A	Abandoned		5/28/2021	

			ISOLATED, DISTRIBUTED, DAISY- CHAINED BATTERY MODULE CONTROLLER S.										
9888- 1062 25-01	U.S.	Direct	WARRANTY TRACKER FOR A BATTERY PACK	14/819,779	8/6/201 5	2017/00384 33	2/9/201 7	10,254,35 0	4/9/201 9	Issued	10/9/202 6 - Due, 2nd maintena nce fee	7/8/202 2	1st maintena nce fee paid 7/8/2022
9888- 1062 25-02	China	Direct	WARRANTY TRACKER FOR A BATTERY PACK	201610569996. 7	7/19/20 16	106199447 A	12/7/20 16	10651994 47B	3/16/20 21	Issued	7/19/202 5 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee
9888- 1062 26-01	U.S.	Direct	BATTERY ENERGY STORAGE SYSTEM	14/932,688	11/4/20 15	2017/01260 32	5/4/201 7	9,882,401	1/30/20 18	Issued	7/30/202 5 - Due, 2nd maintena nce fee	3/25/20 25	Instructed to pay 1st maintena nce fee
9888- 1062 26-02	China	Direct	BATTERY ENERGY STORAGE SYSTEM	201610969153. 6	11/4/20 16	106961114 A	7/18/20 17	10696111 4B	7/19/20 19	Issued	11/4/202 5 - Due, maintena nce fee	9/30/20 24	2024 maintena nce fee paid 9/30/2024
9888- 1062 26-03	U.S.	Continua tion	BATTERY ENERGY STORAGE SYSTEM	15/882,713	1/29/20 18	2018/02339 31	8/16/20 18	10,270,26 6	4/23/20 19	Issued	10/23/20 26 - Due, 2nd maintena nce fee	7/8/202 2	1st maintena nce fee paid 7/8/2022
9888- 1062 27-01	U.S.	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN	14/819,774	8/6/201 5	2017/00406 46	2/9/201 7	10,153,52 1	12/11/2 018	Issued	6/11/202 6 - Due, 2nd maintena nce fee	3/1/202 2	1st maintena nce fee paid 3/1/2022

9888-106227-02	China	Direct	OPERATING ISSUE OR DEFECT SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	201610569997. 1	7/19/20 16	106154178 A	11/23/2 016	10615417 8B	5/12/20 20	Issued	7/19/202 5 - Due, maintena nce fee	3/25/20 25	Instructed to pay maintena nce fee
9888-106228-01	U.S.	Direct	BATTERY- ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	14/884,463	10/15/2 015	2017/01067 64	4/20/20 17	10,040,36 3	8/7/201 8	Issued	2/9/2026 - Due, 2nd maintena nce fee	12/27/2 021	1st maintena nce fee paid 12/27/202 1
9888-106228-02	China	Direct	BATTERY- ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	201610893636. 2	10/13/2 016	106816917	6/9/201 7	N/A	N/A	Abando ned			File Not Opened Handled directly by Powin / Virgil until abandonm ent
9888-106229-01	U.S.	Provision al	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK	62/340,647	5/24/20 16	N/A	N/A	N/A	N/A	Expired Provisio nal			File Not Opened Handled by Sterne Kessler until expiration

			OPERATING SYSTEM, AND APPLICATION S THEREOF										
9888- 1062 29-02	U.S.	Direct	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATION S THEREOF	15/604,329	5/24/20 17	N/A	N/A	N/A	N/A	Abando ned			File Not Opened Handled by Sterne Kessler until abandonm ent
9888- 1062 30-01	U.S.	Direct	BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2 016	2018/01819 67	6/28/20 18	10,699,27 8	6/30/20 20	Issued	12/30/20 27 - Due, 2nd maintena nce fee	12/12/2 023	1st maintena nce fee paid 12/12/202 3
9888- 1062 31-01	U.S.	Provision al	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	62/645,623	3/20/20 18	N/A	N/A	N/A	N/A	Expired Provisio nal			
9888- 1062 31-02	PCT		MONITORING BATTERY PACKS WITHIN A BATTERY	PCT/US19/229 92	3/19/20 19	WO 2019/18311 1	9/26/20 19	N/A	N/A	Expired PCT			

			ENERGY STORAGE SYSTEM									
9888-106231-03	U.S.	National Stage	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	16/982,449	9/18/2020	2021/0083329	3/18/2021			Allowed	2/25/2025	Issue Fee paid 2/25/2025 ; awaiting issued patent certificate
9888-106231-04	U.S.	Continuation	SYSTEMS FOR MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	19/075,032	3/10/2025					Pending	3/10/2025	Awaiting action from PTO
9888-106232-01	U.S.	Provisional	NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	62/682,453	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional		
9888-106232-02	PCT		NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	PCT/US19/35822	6/6/2019	WO 2019/236869	12/12/2019	N/A	N/A	Expired PCT		

9888-106233-01	U.S.	Provisional	MICROGRID POWER SYSTEM	62/682,527	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional		
9888-106233-02	PCT		MICROGRID POWER SYSTEM	PCT/US19/35838	6/6/2019	WO 2019/236883	12/12/2019	N/A	N/A	Expired PCT		
9888-106233-03	U.S.	National Stage	MICROGRID POWER SYSTEM	16/982,454	9/18/2020	2021/0083505	3/18/2021	11,336,111	5/17/2022	Issued	11/17/2025 - Due, 1st maintenance fee	5/17/2022
9888-106233-04	U.S.	Continuation	MICROGRID POWER SYSTEM	17/743,134	5/12/2022	2022/0360105	11/10/2022	11,843,278	12/12/2023	Issued	6/18/2027 - Due, 1st maintenance fee	12/12/2023
9888-106233-05	U.S.	Divisional	MICROGRID POWER SYSTEM	18/525,742	11/30/2023	2024/0258826	8/1/2024	12,212,181	1/28/2025	Issued	7/28/2028 - Due, 1st maintenance fee	1/28/2025
9888-106766-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	63/295,721	12/31/2021	N/A	N/A	N/A	N/A	Expired Provisional		12/31/2022 Filed PCT 12/30/2022
9888-106766-02	PCT		ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	PCT/US22/54375	12/30/2022	WO2023129735	7/6/2023	N/A	N/A	Pending		7/6/2023 National Phase applications filed in CN and US 6/28/2024
9888-106766-03	China	Utility Model	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	2022800870407	6/28/2024	118476104A	8/9/2024			Pending		2/21/2025 Notification of Entry into Substantive Examination issued 2/21/2025

; awaiting
1st OA

9888-108651-01	U.S.	Provisional	OPTIMIZATION CONTROL SYSTEM FOR AIR-COOLED ENCLOSURE-BASED BATTERY ENERGY STORAGE SYSTEMS	63/431,629	12/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/9/2023	Filed non-provisional 12/14/2022
9888-108651-02	U.S.	Utility	ACTIVE FAN BALANCING	18/081,524	12/14/2022	2024/0194968	6/13/2024			Pending	6/13/2024	Awaiting action from the PTO
9888-108652-01	U.S.	Provisional	BATTERY OPTIMIZATION PLATFORM			N/A	N/A	N/A	N/A	Unfiled - Not Proceeding		
9888-108653-01	U.S.	Provisional	BATTERY STATE OF CHARGE ESTIMATION	63/451,512	3/10/2023	N/A	N/A	N/A	N/A	Expired Provisional	3/10/2024	Non-provisional application filed 4/21/2023
9888-108653-02	U.S.	Utility	BATTERY STATE OF CHARGE ESTIMATION	18/137,362	4/20/2023	2024/0302439	9/12/2024			Pending	9/12/2024	Awaiting action from the PTO
9888-108736-01	U.S.	Provisional	STACKABLE LADDER TRAY	63/417,981	10/20/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/20/2023	Instructed not to file a non-provisional application
9888-110581-02	PCT											

9888-110662-01	China	Utility Model	DETATCHABLE ENERGY STORAGE DEVICE	2.01521E+11	9/2/2015	205039186	2/17/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110663-01	China	Utility Model	OUTDOOR CHARGING PILE	2.01521E+11	9/2/2015	204967341	1/13/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110664-01	China	Utility Model	NOVEL BATTERY MODULE	2.01521E+11	10/19/2015	205039192	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110665-01	China	Utility Model	LONG DISTANCE TRANSMISSION I2C BUS COMMUNICATION INTERFACE CIRCUIT	2.01521E+11	10/19/2015	205427840	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110666-01	China	Utility Model	BATTERY PACK INTEGRATED SYSTEM	2.01521E+11	10/19/2015	205039193	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110667-01	China	Utility Model	AIR-COOLED BATTERY MODULE STRUCTURE	2.01521E+11	10/19/2015	205039221	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110668-01	China	Utility Model	COMBINED BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015	205159415	4/13/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110669-01	China	Utility Model	BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015	205092284	3/16/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110670-01	China	Utility Model	FIRE FIGHTING SYSTEM FOR ELECTRICITY	2015211324080	12/30/2015	205434759	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee

STORAGE CONTAINER										
9888-110671-01	China	Utility Model	MONITORING DEVICE FOR ELECTRICITY STORAGE CONTAINER	2015211329008	12/30/2015	205428090	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110672-01	China	Utility Model	COOLING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	201521135094	12/30/2015	205454348	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110673-01	China	Utility Model	NOVEL INTEGRATED HIGH-VOLTAGE ENERGY STORAGE CABINET SYSTEM	2020212847039	7/3/2020	212435439	1/29/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110674-01	China	Utility Model	QUICK GRADING SYSTEM FOR ECHELON BATTERY	2020212936916	7/3/2020	212810381	3/26/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110675-01	China	Utility Model	LITHIUM BATTERY PACK PROTECTION DEVICE	2020214170066	7/17/2020	212342721	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110676-01	China	Utility Model	AIR COOLING STRUCTURE OF LITHIUM BATTERY PACK	2020214170070	7/17/2020	212342694	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110677-01	China	Utility Model	LITHIUM BATTERY PACK	2020214182152	7/17/2020	212342716	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee



			ISOLATION STRUCTURE							
9888- 1106 78-01	China	Utility Model	ANTI-FALLING LITHIUM BATTERY PACK SHELL	202021418240	7/17/20 20	21234274 0	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee
9888- 1106 79-01	China	Utility Model	HEAT PRESERVATIO N DEVICE FOR LITHIUM BATTERY PACK	202021430061 9	7/20/20 20	21234269 5	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee
9888- 1106 80-01	China	Utility Model	BOX BODY SEALING STRUCTURE OF LITHIUM BATTERY PACK	202021430062 3	7/20/20 20	21234275 6	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee
9888- 1106 81-01	China	Utility Model	EXTERNAL DUSTPROOF STRUCTURE OF LITHIUM BATTERY PACK	202021430103 9	7/20/20 20	21234272 2	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee
9888- 1106 82-01	China	Utility Model	LITHIUM BATTERY PACK CONNECTING SHEET STRUCTURE	202021430143 3	7/20/20 20	21234276 8	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee
9888- 1106 83-01	China	Utility Model	SOFT PACKET OF LITHIUM CELL GROUP PACKAGE ASSEMBLY	202021432018 6	7/20/20 20	21234271 8	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee
9888- 1106 84-01	China	Utility Model	POWER LITHIUM BATTERY PACK	202021418228	7/17/20 20	21234271 7	1/12/20 21	Abando ned	4/1/202 4	Instructed not to pay maintena nce fee

			CONNECTING STRUCTURE								
9888-110685-01	China	Utility Model	VENTILATION DEVICE FOR LITHIUM BATTERY PACK	202021430140	7/20/2020		212342662	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110832-01	China	Utility Model	ACTIVE-BALANCING BATTERY MANAGEMENT SYSTEM FOR SMART PHOTOVOLTAIC LOW-SPEED ELECTRIC VEHICLES	2018209306393	6/11/2018		208353021	1/8/2019	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110833-01	China	Utility Model	ELECTRIC ENERGY STORAGE LITHIUM BATTERY PACK WITH EFFICIENT HEAT DISSIPATION	2019216036675	9/25/2019		210200916	3/27/2020	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-111359-01	China	Utility Model	LONG-DISTANCE TRANSMISSION 12C BUS COMMUNICATION INTERFACE CIRCUIT	2015107126058	10/19/2015	105243045A	1/13/2016		Abandoned	12/10/2024	Instructed not to file a response
9888-111463-01	China	Utility Model	SAFETY EXPLOSION-PROOF STRUCTURE	2022234774617	12/26/2022		218975640U	5/5/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee

9888-111464-01	China	Utility Model	OF STORAGE BATTERY THERMAL RUNAWAY PROTECTION STRUCTURE FOR STORAGE BATTERY	2022234858716	12/27/2022			218939821U	4/28/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111465-01	China	Utility Model	UNIFORM HEAT DISSIPATION STRUCTURE FOR ENERGY STORAGE PRODUCT MODULE	2022235116395	12/28/2022			218957854U	5/2/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111466-01	China	Utility Model	AN OUTDOOR MULTI-FUNCTIONAL POWER SUPPLY	2022234443760	12/22/2022	N/A	N/A	N/A	N/A	Abandoned	8/1/2023	Assignment to Powin, LLC was not recorded as application lapsed after rejection in Aug. 2023
9888-111467-01	China	Utility Model	AN OUTDOOR POWER STATION WITH GOOD HEAT DISSIPATION PERFORMANCE	2022234586957	12/23/2022					Abandoned	5/23/2024	Instructed not to file a response

9888-113331-01	China	Utility Model	COOLING PLATES FOR BATTERIES	2025202486747	2/14/2025	Pending	2/14/2025	Awaiting 1st action from CNIPA
9888-113331-02	U.S.	Provisional	COOLING PLATES FOR BATTERIES			Not Yet Filed		Awaiting confirmation of named Applicants
9888-113514-01	U.S.	Provisional	SYSTEMS AND METHODS FOR PASSIVE BALANCING OF BATTERY PACKS			Not yet filed	3/31/2025	Draft application sent for review 3/31/2025

b. TRADEMARKS

KS Ref. No.	Country	Mark Name	Class	Goods/Services	Application No.	Filing Date	Reg. No.	Reg. Date	Sec. 8&15 Dec. (US only)	Renewal	Status	Comments
10493-109105-01	USA		9	Electric control devices for energy storage; electric power converters; electrical storage batteries	97/612,451	9/29/2022					Abandoned	owned by GPTECH, Inc.
10493-109964-01	USA		9	Electric control devices for energy storage; electric power converters; electrical storage batteries	86/410,268	10/1/2014	4,819,603	9/22/2015		9/22/2025	Registered (owned by GPTECH USA, Inc.)	Section 7 Request to Amend owner to reflect GPTECH, Inc. granted by USPTO
9888-100566-01	USA	STACK	9	Modular Energy Storage System For Providing Electrical Power	87/873,439	4/11/2018					Abandoned	

9888- 100567- 01	USA	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations	87/87 3,442	4/11/20 18	5,712,492	3/2/201 9	4/2/202 5 (filed)	4/2/202 9	Registere d
			Class 42: Engineering services; electrical systems design services; design and integration of battery systems							



9888-100567-02	Canada	9, 37, 42	Class 9: Electric storage batteries; general purpose batteries; grids for batteries; charging stations for electric vehicles	1,897, 913	5/7/2018	TMA1,106, 334	8/9/2021	8/9/2023	Registered
			Class 37: Installation of battery systems						
			Class 42: Design, planning and engineering of electrical storage batteries; electrical engineering; mechanical engineering; electrical systems design services; design and development						



of battery
systems

9888- 100567- 03	China	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile	A007 5614	5/4/201 8	1414675	5/4/201 8	5/4/202 8	Registere d via Internati onal Registrati on No. 1414675.	Request to Cancel Registrat ion filed by third party. No further action to be taken in matter. Registrat ion should eventual
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power-
charging
stations

ly be
canceled.

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-
100567-
66 Madrid
(covering
China)

9, 42

Class 9:
Energy
storage
systems
comprised of
electrical
storage
batteries for
commercial,
residential
and vehicle-
power
charging
station
purposes,
including
automobile
power-
charging
stations

A007
5614

5/4/201
8

1414675

5/4/201
8

5/4/202
8

Registered via
International
Registration No.
1414675.



Class 42:

Engineering
 services;
 electrical
 systems
 design
 services;
 design and
 integration of
 battery
 systems

9888-
 105002-
 01 USA STACKOS

Unfiled -
 In Progress Draft
 recitatio
 n of
 goods
 sent to
 client for
 approval

9888-
 105003-
 01 USA STACKOS+

Unfiled -
 In Progress Draft
 recitatio
 n of
 goods
 sent to
 client for
 approval

9888-
 105004-
 01 USA MAKING
 STORAGE
 SIMPLE

Unfiled -
 In Progress Awaiting
 instructi
 ons to
 file.

9888-111969-01	USA	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	98/63 5,099	7/5/202 4	Pending	Suspend ed pending outcome of US App. No. 9832993 5 for POWIN filed by Powin Informat ion Technol ogy Inc.; KMH to call Examine r re same
9888-111970-01	USA	AEGIS					Unfiled - Not Proceedi ng	
9888-111971-01	USA	ATLAS					Unfiled - Not Proceedi ng	
9888-112030-01	USA	NEXUS					Unfiled - Not Proceedi ng	
9888-112031-01	USA	CONNECT					Unfiled - Not Proceedi ng	

9888-105656-01	USA	CENTIPEDE	9	Modular battery storage systems consisting primarily of utility-scale batteries in enclosures for providing electrical power for electricity grid applications	88/164,245	10/22/2018	6,639,559	2/8/2022	2/8/2028	2/8/2032	Registered
9888-105689-01	USA	POWIN ENERGY	11, 42	Class 11: Lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	86/521,596	2/2/2015	4,865,706	12/8/2015	12/8/2021 (filed)	12/8/2025	Registered

9888-105805-01	USA	POWIN ENERGY	9	Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	86/29 9,545	1/5/201 6	4,882,384	1/5/201 6	1/5/202 2 (filed)	1/5/202 6	Registered
9888-105848-01	USA	BUILDING THE WORLD'S BEST BATTERIES	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	90/53 1,355	2/16/20 21					Abandoned

charging
stations

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 106715- 01	USA	POWIN STACK	9	Modular energy storage system for managing electrical power comprised of battery cells and an electronic regulator that monitors and controls the charging and discharging of rechargeable batteries	90/80 4,882	6/30/20 21	Abandon ed	Applicati on was allowed; instructe d to take no further action
9888- 108632- 01	USA	LEADING THE CHARGE					Unfiled - Not Procedi ng	

9888-108633-01	USA	ENERGY STORAGE MADE SIMPLE	9, 42	Class 42: Engineering services; electrical systems design services; design and integration of battery systems	97/48 2,368	6/29/20 22	7,559,905	11/5/20 24	11/5/20 30	11/5/20 34	Registered
9888-108634-01	USA	BUILDING THE FUTURE OF ENERGY									Unfiled - Not Proceeding
9888-108890-01	USA	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	97/55 9,144	8/22/20 22	7,222,099	11/21/20 23	11/21/20 29	11/21/20 33	Registered

Class 11:

lighting
 fixtures

Class 42:
 Engineering
 services;
 electrical
 systems
 design
 services;
 design and
 integration of
 battery
 systems

9888- 108890- 66	Internatio nal Registrati on	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 02	Afghanista n (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 03	OAPI (via Madrid) **OAPI includes Benin, Burkina Faso, Cameroon , the Central African Republic, Chad, the Comoros, the Congo, Côte d'Ivoire, Equatorial	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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	Guinea, Gabon, Guinea, Guinea- Bissau, Mali, Mauritani a, the Niger, Senegal, and Togo			stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888- 108890- 04	Albania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240

stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 05	Algeria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 06	Antigua and Barbuda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 07	Armenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 08	Australia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	Pending: Provision al Refusal issued; response due 11/18/25
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 09	Austria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 10	Azerbaijan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 11	Bahrain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 12	Belarus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 13	Belgium (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Included in Benelux.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 14	Bhutan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 15	Bosnia and Herzegovina (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 16	Botswana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 17	Brazil (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/19 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 18	Brunei Darussala m (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/19 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 19	Bulgaria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 20	Cape Verde (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/19 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 21	Cambodia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 22	Canada (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	Pending; Office Action issued; Response due 7/15/202 5
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 23	Chile (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 24	China (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 20	Abandon ed
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 25	Colombia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 26	Croatia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 27	Cuba (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 28	Cyprus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 29	Czech Republic (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 30	North Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 31	Denmark (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 32	Egypt (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 33	Estonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 34	Eswatini/S waziland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 35	European Union (via Madrid) **Europe an Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembou rg, Malta, Netherlan ds, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden	stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
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9888- 108890- 36	Finland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile	A012 6879	8/31/20 22	Abandon ed
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power-
charging
stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 37	France (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power-	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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charging
stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 38	Gambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 39	Georgia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 40	Germany (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 41	Ghana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 42	Greece (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 43	Hungary (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 44	Iceland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
 lighting
 fixtures

Class 42:
 Engineering
 services;
 electrical
 systems
 design
 services;
 design and
 integration of
 battery
 systems

9888- 108890- 45	India (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	Pending
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 46	Indonesia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 47	Iran (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 48	Ireland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 49	Israel (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 50	Italy (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 51	Jamaica (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 52	Japan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 53	Kazakhsta n (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 54	Kenya (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 55	Kyrgyzstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 56	Laos (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 57	Latvia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 58	Lesotho (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 59	Liberia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 60	Liechtenst ein (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 61	Lithuania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 62	Luxembou rg (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Included in Benelux.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 63	Madagasc ar (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 64	Malawi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 65	Malaysia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 67	Mexico (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 68	Monaco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 69	Mongolia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 70	Monteneg ro (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 71	Morocco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 72	Mozambi que (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 73	Namibia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 74	Netherlan ds (via Madrid) **Netherl ands includes Netherlan ds, Aruba, Curaçao and St Maarten	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Included in Benelux.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 75	New Zealand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 76	Macedoni a (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 77	Norway (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 78	Oman (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 79	Pakistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 80	Philippine s (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 81	Poland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 82	Portugal (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging	A012 6879	8/31/20 22	Abandon ed
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stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888- 108890- 83	Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Electrical Engineering services; engineering services relating to the design of electronic systems; engineering services for	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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others;
engineering
services in the
field of
electrical
power;
engineering
services
relating to
computer
programmin;
engineering
services
related to the
disign of
energy
storage
systems;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-84	Moldova (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-85	Romania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-86	Russia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-87	Rwanda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-88	Samoa (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-89	San Marino (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-90	Sao Tome & Principe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-91	Serbia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108890-92	Sierra Leone (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888- 108890- 93	Singapore (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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9888- 108890- 94	Slovakia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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9888- 108890- 95	Slovenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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9888- 108890- 96	Spain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	Abandon ed
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9888-108890-97	Sudan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888- 108890- 98	Sweden (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. (Classes 9 & 42 refused)
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9888-108890-99	Switzerland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-01	Syria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-02	Tajikistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-03	Thailand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	Pending
				Class 11: lighting fixtures			
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems			

9888-108914-04	Trinidad and Tobago (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888- 108914- 05	Tunisia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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9888-108914-06	Turkey (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-07	Turkmenistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-08	Ukraine (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-09	United Arab Emirates (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-10	United Kingdom (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888-108914-12	Uzbekistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						

9888- 108914- 13	Vietnam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240
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9888- 108914- 14	Zambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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9888- 108914- 15	Zimbabwe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240.
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9888-108914-16	South Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.
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9888- 108914- 17	Benelux (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle- power charging station purposes, including automobile power- charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registere d via Internati onal Registrati on No. 1687240. Includes Belgium, the Netherla nds and Luxembo urg
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9888-111969-66	International Registration	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024	1837077	12/30/2024	12/30/2034	Registered
9888-111969-02	Australia (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024				Pending: Provisional Refusal issued; response due 5/25/26
9888-111969-03	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland,	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024				Pending Published for opposition (ends 6/10/2025)

France,
Germany,
Greece,
Hungary,
Ireland,
Italy,
Latvia,
Lithuania,
Luxembou
rg, Malta,
Netherlan
ds,

9888- 111969- 04	United Kingdom (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2 024	Pending; approved for publicati on
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c. DOMAIN NAMES

Domain Name	Owner	Registrar	Renewal Date
p0v1n.com	Powin LLC	GoDaddy	4/16/2026
p0v1n.com	Powin LLC	GoDaddy	4/16/2026
p0v1n.com	Powin LLC	GoDaddy	4/16/2026
p0w1n.com	Powin LLC	GoDaddy	4/16/2026
p0win.com	Powin LLC	GoDaddy	4/16/2026

p0wln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powvin.com	Powin LLC	GoDaddy	4/16/2026
powvln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.au	Powin LLC	GoDaddy	3/29/2028
powin.biz	Powin LLC	GoDaddy	1/9/2026
Powin.com	Powin LLC	GoDaddy	11/30/2025
powinchina.com	Powin LLC	GoDaddy	11/8/2027
powinenergy.com	Powin LLC	GoDaddy	4/11/2026
powinrr.com	Powin LLC	GoDaddy	4/16/2026
powintest.com	Powin LLC	GoDaddy	3/18/2026

(ii) None.

(iii)

- a. The contracts identified as “Framework Agreement” under the “Contract Type” column in the attached Customer and Vendor Schedule.
- b. The contracts identified as “Energy Supply Agreement” or “ESA” under the “Contract Type” column in the attached Customer and Vendor Schedule.
- c. The contracts identified as “Technology Escrow Agreement” under the “Contract Type” column in the attached Customer and Vendor Schedule.
- d. Software License and Data Security Agreement, by and between Powin, LLC and Strata Solar, LLC (and Virginia Electric and Power Company for certain purposes), dated as of October 13, 2023.
- e. Gatekeeper Intellectual Property and Software License Agreement, by and between Powin, LLC and Idaho Power Company, dated as of May 11, 2023.
- f. Gatekeeper Intellectual Property and Software License Agreement, by and between Powin, LLC and DTE Electric Company, dated as of September 25, 2024.
- g. Term Sheet, by and between Powin, LLC and CIMC Technology Co., Ltd., dated as of July 28, 2022.
- h. Joint Venture Agreement for Energy Storage Manufacturing, by and between CIMC Technology Co., Ltd, Qingdao CIMC Container Manufacture Co. Ltd., and Powin China Holdings 2, LLC.

- i. Joint Venture Agreement for Energy Market in Taiwan (TPE Energy Inc), by and between Powin Energy Corporation and IBASE Gaming Inc, dated as of May 20, 2020.
- j. Memorandum of Understanding for UCB and Powin JV, by and between UCB S.A. and Powin LLC, dated as of January 10, 2025 (Note: This is a non-binding MOU; a definitive agreement, once executed, would be material).

Contract Management - Contract information - ESA, Framw, LNTP, LTSA, MSA, MOU, PO, Purch, TEA

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*
Acelliant-Powin-Microsoft 365 Order Form-03052025	Purchase Order	Axelliant	03/04/2025
TechHeads-Powin-THInc Ops MSA-03182022	Master Service Agreement	TechHeads	03/18/2022
Logicalis-Powin-Internet Access-04112024	Purchase Order	Logicalis	04/18/2024
TechHeads-Powin-2024 CSP Annual Agreement-03062024	Purchase Order	TechHeads	03/06/2024
OfficeSpace-Powin-OrderForm-12152024	Purchase Order	OfficeSpace Software, Inc.	12/15/2024
OfficeSpace-Powin-OrderForm-12152023	Purchase Order	OfficeSpace Software, Inc.	12/15/2023
OnlineBusinessSystems-Powin-MSA-02262021	Master Service Agreement	Online Enterprises, Inc.	02/26/2021
Procore-Powin-OrderForm-12212024	Purchase Order	Procore Technologies, Inc.	12/27/2024
RFPIO-Powin-OrderForm05032022	Purchase Order	RFPIO, Inc.	05/03/2022
TravelIncorporated-Powin-MSA-06292023	Master Service Agreement	Travel Incorporated	06/29/2023
LucidSoftwareInc.-Powin-Order Form-1.27.2025	Purchase Order	Lucid Software, Inc.	01/27/2025
Techheads-Powin-Order Form-KnowBe4-6.11.2024	Purchase Order	TechHeads, LLC	06/11/2024
InternationalSOS-Powin-MSA-06/30/2023	Master Service Agreement	International SOS Assistance, Inc.	06/30/2023
JAMF-Powin-Order Form-3.2.2025	Purchase Order	Jamf Software, LLC	03/02/2025
Concur-Powin-OrderForm-06-12-2023	Purchase Order	Concur Technologies, Inc.	06/12/2023
ConcurTechnologiesInc-Powin-OrderForm-02-20-2024	Purchase Order	Concur Technologies, Inc.	02/20/2024
GoFireFlyInc-Powin-OrderForm-1.31.2025	Purchase Order	Go Fire Fly, Inc.	01/31/2025
Salesforce-Slack-Powin-11/24/2025	Master Service Agreement	Salesforce, Inc	12/15/2024
Resilience360Inc-Powin-OrderForm-10.31.2023	Purchase Order	Resilience360, INC.	10/31/2023
SmartSheet-Powin-OrderForm-12/31/2024	Purchase Order	Smartsheet	12/31/2024
Smartsheet-Powin-OrderForm-07-37-2024	Purchase Order	Smartsheet	07/31/2024
Smartsheet-Powin-OrderForm-1-13-2025	Purchase Order	Smartsheet	01/10/2025
DassaultSystemesSolidworksCorporation-Powin-MSA-10-23-2023	Master Service Agreement	Dassault Systemes SolidWorks Corporation	10/25/2023
GoEngineer-Powin-Order Form Dymola-4.4.2025	Purchasing Agreement	GoEngineer	04/04/2025
Solution7-Powin-OrderForm-11-27-2024	Purchase Order	Solution 7 Limited	11/27/2024
DocuSign-Powin-Order Form-1.31.2025	Purchase Order	DocuSign, Inc.	01/31/2025
TechHeads-Verkada-Powin-OrderForm-04-24-2024	Purchase Order	TechHeads	04/24/2024
Deel, Inc.-Powin- Order Form-12.27.2024	Purchasing Agreement	Deel, Inc.	12/27/2024
TechHeads-Verkada-Powin-OrderForm-05-23-2023	Purchase Order	TechHeads	05/23/2023
Astound-Powin-ServiceOrder05-26-2023	Purchase Order	Astound Business Solutions, LLC	05/26/2023
CTX-Powin-Order Form-ZebraOne Care-1.16.2024	Purchasing Agreement	CTX	01/16/2024
Comcast-Powin-PDX Move Order Form-10_2_2024	Purchase Order	Comcast Cable Communications Management, LLC	10/02/2024
Crowe LLP-Powin-MSA-YHireProgram-1.3.2024	Master Service Agreement	Crowe, LLP	01/03/2024
ConductorOne-Powin-Order Form-12.21.2023	Purchase Order	ConductorOne, Inc.	12/21/2023
Zoom-Powin-Amendment-01292024	Purchase Order	Zoom	01/30/2024

Comcast-Powin-PDX Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021
TechHeadsArcticWolf-Powin-OrderForm03012025	Purchase Order	TechHeads	03/01/2025
Comcast-Powin-HQ Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021
Celigo Inc-Powin-Order Form-04.17.2025	Purchase Order	Celigo, Inc.	04/17/2025
PTCInc-Powin-MSAAmendment-03-31-2025	Master Service Agreement	PTC, Inc.	03/31/2025
AgileBits-Powin-MSA02-27-2025.docx	Master Service Agreement	AgileBits	02/27/2025
powin-Alliant - Consulting Services Agreement amendment 1 -05.19.2025	Master Service Agreement	Alliant Insurance Services, Inc.	05/19/2025
Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Technology Escrow Agreement	Santa Paula Energy Storage, LLC	
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Technology Escrow Agreement	KCE Texas Holdings 2020, LLC	01/13/2021
GreEnergy - POWIN - ASP MSA - 05.21.2025.docx	Master Service Agreement - ASP	GreEnergy Resources, LLC	05/21/2025
Intuitive Safety Solutions, Inc. (ISS) - Powin, LLC - Master Services Agreement - 05.12.2025	Master Service Agreement	Intuitive Safety Solutions, Inc. (ISS)	05/12/2025
Metro-Fire – Powin – ASP MSA – 05.01.2025	Master Service Agreement - ASP	Metro Fire Equipment Inc	04/18/2025
Capgemini America, Inc. - Powin, LLC - Statement of Work - 01.27.25	Master Service Agreement	Capgemini America, Inc.	01/27/2025
Arrow Canyon - Powin Addendum and Amendmentto ESA-04.10.25	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	04/10/2025
RES-Powin-GAL0020 - _Alcoutim_ - _Statement_of_Work_-_LTSA_04.03.2025	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	04/03/2025
Pike Purchase Order - 3.7.2025	Purchase Order	Pike Telecom and Renewables, LLC	03/07/2025
Databricks Contract For AWS Marketplace Commit_Q-54357_2025-01-30	Purchase Order	Databricks, Inc.	01/30/2025
Activpayroll_Powin_Master_Services_Agreement_-04.17.2023	Master Service Agreement	activpayroll Ltd.	04/17/2023
Powin - KMC - LTSA - Brandywine (Executed 1APR2025)	LTSA (Long Term Service Agreement)	KMC Thermo, LLC	04/01/2025
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow	03/22/2024
DNV GL - Powin Energy Corporation - Framework Agreement - 10.28.2020	Framework Agreement	DNV Energy Insights USA Inc.	10/28/2020
DNV GL - Powin LLC - Amendment 1 to Frame Agreement - 11.27.2023	Framework Agreement	DNV Energy Insights USA Inc.	11/27/2023
Deel_-_Powin_-_Q-79364-2-5-Feb-2025-07-12-41-signed	Purchase Order	Deel	06/01/2025
Deel- Powin - HR_Consulting_Services_Agreement - 03.06.2025	Master Service Agreement	Deel Inc.	03/06/2025
Apex - APE0060 - Angelo - LTSA Amendment #2 - 3.7.2025	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	03/07/2025
Capgemini America, Inc. - Powin, LLC - SOW Change Request - 03.15.2025	Purchase Order	Capgemini America, Inc.	03/15/2025
Great Kiskadee ESA - PWA Amendment No. 2 Executed - 02.21.2025	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	02/21/2025

Desert Quartzite PA Amendment 003_- 02.28.2025	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	02/28/2025
Powerflex - Powin - ESA PFX0050 USCS Fresno - 02.21.2025	ESA (Energy Storage Agreement)	PowerFlex Solar, LLC	02/21/2025
TUV-R - Powin, LLC - Assurance Framework MOU - 02.21.2025	Memorandum of Understanding	TUV-R	02/21/2025
Circular - Powin - MSSA - 02.18.2025	Master Service Agreement	Circular Inc	02/18/2025
Davinci Technology, L.L.C. d/b/a CORE Health Networks - Powin, LLC - Master Service Agreement - 02.14.2025	Master Service Agreement	Davinci Technology, L.L.C. d/b/a CORE Health Networks	02/14/2025
WSB - ESA Deed of amendment No. 4 - updated Project Schedule - 01.30.2025	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	01/30/2025
LTSA - SOL0020 - Croton Harmon - BESS LTSA (compiled, dated, fully executed)	LTSA (Long Term Service Agreement)	SCS VAN WYCK 012823 CROTON ON HUDSON, LLC	02/10/2025
Powin Energy, IG & SS '21	Master Service Agreement	Mergermarket (US) limited Acuris	12/17/2021
Capgemini America, Inc. - Powin, LLC - Master Services Agreement - 01.27.2025	Master Service Agreement	Capgemini America, Inc.	01/27/2025
Thomson Reuter - Powin LLC HighQ Renewal_NEW__HighQ Order Form_.01.16.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/16/2025
Thomson Reuters - Powin - ProFlex Addendum HighQ - fully executed 1.22.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/22/2025
JV Powin UCB revUCB 101224 PDF	Memorandum of Understanding	UCB S.A.	01/20/2025
Intura pty Ltd - Powin AU - ASP MSA - 01.17.2025	Master Service Agreement - ASP	Intura PTY LTD	01/17/2025
Amendment #1 to Ravenswood Group 3 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
Amendment #1 to Ravenswood Group 2 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
Amendment #1 to Ravenswood Group 1 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
NoBlue2 - Powin, LLC - Master Service Agreement - 01.10.2025	Master Service Agreement	NoBlue2	01/10/2025
ESA_Second_Deed_of_Amendment_-_Ulinda_Park - 12.23.2024	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	12/23/2024
Circular - Powin - Order Form 1.2.2025	Purchase Order		01/02/2025
Powin_Deel_Final_MSA - 01.03.2023	Master Service Agreement	Deel Inc.	01/03/2023
SOW of Powin B2B implementation_Dec20.2024- 双章	Master Service Agreement	Logicalis Shanghai limited	12/20/2024
Powin Form LTSA DTE0010 Slocum (Fully compiled, dated, executed)	LTSA (Long Term Service Agreement)	DTE Electric Company	12/20/2024
INV0031 La Toba ESSSA Executed (Final)	ESA (Energy Storage Agreement)	MG HR S de R.L de C.V.	12/13/2024

La_Toba_LNTP_Letter_Agreement_-_Amendment_No._2_INV_Dec_13_24_Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	11/07/2024
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Sales Contract for 75 licenses - 11.14.2024	Master Service Agreement	Logicalis Shanghai Limited	11/14/2024
ThrivePass, Inc. - Powin Energy Operating, LLC - MSA - 10.21.2022	Master Service Agreement	ThrivePass, Inc.	01/01/2023
GALP - Powin - LTSA Alcoutim - 10.01.2024	LTSA (Long Term Service Agreement)	Galp Parques Fotovoltaicos de Alcoutim, LDA	10/01/2024
Powin LLC - Trail B Technologies - Software Subscription Agreement and DPA - 12.06.2024	Master Service Agreement	TrailB Technologies LLC	12/06/2024
Gotion Inc - Powin LLC - MSA - 10.08.2024	Master Supply Agreement	Gotion, Inc.	10/08/2024
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Cloud Service Contract - 09.08.2024	Master Service Agreement	Logicalis Shanghai Limited	09/08/2024
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed)_recompiled 12.05.2024	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023
Stem, Inc. - Powin, LLC - STM0651 - Dark and Stormy I - 03.08.2024	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2024
Stem - Powin - STM0578 Velvet Mite SD DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0652 - Dark and Stormy II - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0577 Velvet Mite ML DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0576 Velvet Mite MR AC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0911 - Dighton Tremont - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0574 Velvet Mite BR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0573 Velvet Mite QR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0572 Velvet Mite CPR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0571-Velvet Mite TR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin - STM0493 Mosquito 3 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin - LLC - STM0492 Mosquito 2 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin LLC - STM0491 - Mosquito 1 LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0912 - Douglas Oak - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin, LLC - STM0913 - Palmer Sykes - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0100 - Viper - LTSA - 02.28.2021	LTSA (Long Term Service Agreement)	Stem, Inc.	02/28/2021
RES - Powin - Statement of Work under MSA for GAL0020 - Alcoutim - 10.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	10/07/2024
RES - Powin - Statement of Work under ASP MSA for PCE0020 - Overhill - 11.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	11/07/2024

Serrano - First Amendment to ESA (compiled Execution Version 11-6-24)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	11/06/2024
Logicalis Shanghai Limited - Powin, LLC - Printing Management Service Contract - 11.07.2024	Master Service Agreement	Logicalis Shanghai Limited	11/07/2024
Desert Quartzite - EDF0480 - ESA Amendment 002 - 10.18.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	10/18/2024
La Toba LTNP Amendment 1 (Oct 29, 2024) Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	10/25/2024
Ulinda Park - Powin - Termination of Rider C under 191112 - 10.29.2024	Technology Escrow Agreement	Praxis Technology Escrow	10/29/2024
Logicalis Shanghai Limited - Powin Qingdao - Sales Contract - 09.08.2024	Purchasing Agreement	Logicalis Shanghai Limited	09/08/2024
SS3 - First Amendment to ESA 2024.10.11	ESA (Energy Storage Agreement)	Longroad	10/11/2024
Cogent-Powin_Arrow Canyon-MSA_Approved Service Provider - 12.02._2331_2	Master Service Agreement - ASP	Cogent Renewables, Inc.	12/02/2022
Logicalis - Powin Cloud Service Contract 2024 FINAL	Master Service Agreement	Logicalis Shanghai Limited	08/09/2024
Logicalis - Powin Sales Contract 2024 FINAL	Purchasing Agreement	Logicalis Shanghai limited	08/09/2024
Antidot - Powin- Fluid Topics Order form, T&C and DPA_09.30.2024	Purchase Order	Fluid Topics	10/01/2024
Slalom Inc - Powin - Knowledge Management Discovery SOW - 09.11.2024	Master Service Agreement	Slalom, Inc	09/11/2024
Great Kiskadee - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	09/30/2024
Great Kiskadee - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	09/30/2024
Apex - Angelo - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Angelo Storage, LLC.	09/30/2024
Apex - Angelo - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	09/30/2024
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021
West Warwick III - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 3 LLC	09/26/2024
West Warwick II - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 2 LLC	09/26/2024
CA Financial Services service Agreement Powin Australia Broker	Master Service Agreement	CA Financial Services	08/22/2024
Powin, LLC - Consulting Agreement with Slalom, Inc. (clean) - signed	Master Service Agreement	Slalom, Inc.	09/11/2024
Transperfect - Powin - SOW - Portuguese Program (part 1) - 08.21.2024	Master Service Agreement	TransPerfect International LLC	08/21/2024
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	09/10/2024
Fedex - Powin LLC - Pricing Agreement - 9.6.2024	Master Service Agreement	Federal Express Corporation (FedEx)	09/06/2024
Ulinda Park_ESA_Deed_of_Amendment (Fully Executed Dated 29 August 2024)	ESA (Energy Storage Agreement)	Ulinda Park Project Co Pty Ltd	08/29/2024
Lone Star AR ESA - Second Amendment with Ex. CC - Fully Executed	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	08/21/2024

Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Praxis Technology Escrow	02/21/2022
esVolta - Powin Energy Corp - Master Supply Agreement - 12.4.2017	Master Supply Agreement	esVolta LP	12/04/2017
Lone Star - Powin - First Amendment to A&R ESA (Fully Executed and Compiled)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	01/19/2024
RES Global Energy Services S.L.U. - Powin LLC - ASP MSA 8.12.2024	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	08/12/2024
STR0400 - NovaSource - Powin - Limited Services Agreement - 07.03.2024	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	07/03/2024
Phillip Riley Projects - Powin AU - ASP MSA - 2024.docx	Master Service Agreement - ASP	Phillip Riley Projects Pty Ltd.	08/02/2024
Amendment to LTSA - Ameresco Viper (Fully Executed) - 08.02.2024	LTSA (Long Term Service Agreement)	Ameresco, Inc.	08/02/2024
Santa Paula-Powin O&M First Amendment_07.13.2023	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	07/13/2023
Waratah ESA Deed of Amendment No 3 - Fully Executed dated 26 July 2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	07/26/2024
IANS - Powin - MSA - 06.21.2024	Master Service Agreement	The Institute for Applied Network Security, LLC	06/21/2024
Hummingbird_Powin_LTSA Amendment - 07.18.2024	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	07/18/2024
West Warwick I - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 1 LLC	07/12/2024
Powin BHER - ESA - BHE0032 - Ravenswood Group 3 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
BHER Ravenswood and Powin MSA - BHE0030 (executed, fully compiled)	Master Supply Agreement	BHER Ravenswood Solar 1, LLC	07/12/2024
Powin BHER - ESA - BHE0031 - Ravenswood Group 2 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
Powin BHER - ESA - BHE0030 - Ravenswood Group 1 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
Databricks - Powin - MSA - 07.15.2024	Master Service Agreement	Databricks, Inc.	07/18/2024
Re:Build AppliedLogix, LLC - Powin LLC - MSA - 06.05.2024	Master Service Agreement	Re:Build AppliedLogix, LLC	06/05/2024
3Drivers - Powin - Power of Attorney to 3Drivers Agreement for GAL0020 - Alcoutim - 06.14.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/14/2024
Weifang Genius Electronics Co., Ltd - Powin, LLC - MSA - 03.20.2024	Master Supply Agreement	Weifang Genius Electronics Co., Ltd.	03/20/2024
Clean Peak Energy BESS MSA - 20210217 Execution Version (Powin LLC CLEAN 032321) (005)	Master Supply Agreement	Clean Peak Energy (CPE)	02/17/2021
Ormat - Powin - OTI040 Bottlenck - ESA Amendment #1 - 03.30.2023	ESA (Energy Storage Agreement)	Ormat Nevada, Inc.	03/30/2023
Service Stream - SOW_for_QA_Inspection - 05.31.2024	Master Service Agreement - ASP	Service Stream Energy and Water Pty Ltd	05/31/2024

Sunstreams 4 - Powin, LLC - LRD0082 - Second Amendment to ESA - 05.29.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	05/29/2024
Thomson Reuters - Powin - HighQ - Agreement - 06.15.2023	Master Supply Agreement	Thompson Reuters West Publishing Corporation	06/15/2023
Thomson Reuters - Powin - Document Intelligence Order Form- 06.15.2023	Purchase Order	Thompson Reuters West Publishing Corporation	06/15/2023
Hummingbird - ESV0220 - Powin - ESA Amendment No.1 - 06.03.2024	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	06/03/2024
3Drivers – Powin - Agreement for the Appointment of Authorized Representative - 06.03.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/03/2024
Yuma Solar LTSA - INV0490 (Executed May 15, 2024)	LTSA (Long Term Service Agreement)	Yuma Solar energy LLC	05/15/2024
REPT BATTERO Energy Co., Ltd. - Powin, LLC - DC Blocks MSA - 05.20.2024	Master Supply Agreement	REPT BATTERO Energy Co., Ltd.	05/20/2024
INV0031 - La Toba LNTP Letter Agreement (Compiled)(Executed)(May 20, 2024)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de CV	05/17/2024
Spark Power Renewables USA - Powin - ASP MSA - 05.20.2024	Master Service Agreement - ASP	Spark Power Renewables USA Inc	05/20/2024
ACCURE - Powin - MOU - 05.01.2024	Memorandum of Understanding	Accure Battery Intelligence GmnH	05/14/2024
Service Stream Energy & Water Pty Ltd - Powin AU - Short-Form-Novation-Deed-ASP-MSA- 05.13.2024	Master Service Agreement - ASP	Service Stream Energy & Water Pty Ltd	05/08/2024
Powin - UKG PRO MSA 12.3.21.docx	Master Service Agreement	UKG Inc.	12/19/2021
Powin - UKG PRO ORDER 12.3.21 Powin Executed	Purchase Order	UKG Inc.	12/03/2021
UKG-Powin Energy Corporation - Order; Document Manager - 10.7.22.docx	Purchase Order	UKG Inc.	10/12/2022
Cameron Wind 1, LLC - Powin - Augmentation ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024
Cameron Wind 1 - Powin - Amendment # 1 ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024
REPT Battero - Powin - Cell MSA - 05.01.2024	Master Supply Agreement	REPT Battero Energy Co., Ltd.	05/01/2024
Stowe Australia Pty Ltd - Powin AU - ASP MSA - 02.27.2024	Master Service Agreement - ASP	Stowe Australia Pty Ltd	02/27/2024
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C- 05.01.2024	Technology Escrow Agreement	Cameron Wind 1,, LLC	05/01/2024
Powin & EVE MSA for 2024-2026 - Effective 04.28.2024	Master Supply Agreement	EVE Power Co. Ltd.	04/28/2024
SunStreams4 - LRD0082 - First Amendment to ESA - 04.17.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	04/17/2024
Powin Specified Technologies MSA - Fully Executed	Master Supply Agreement	Specified Technology Inc. (STI)	04/01/2024
Orr Protection - Powin LLC - ASP MSA - 03.14.2024	Master Service Agreement - ASP	Orr Protection Systems, Inc.	03/14/2024
DTE - DTE0021 Trenton Channel - Powin Notice to Proceed 4-3-2024	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	04/03/2024
Powin - GTI - MOU signed 04.03.2024	Memorandum of Understanding	GTI Fabrication	02/22/2022
Apex - Cameron Wind - APE0010 Sabal Ingka - LTSA - 04.01.2024	LTSA (Long Term Service Agreement)	Cameron Wind 1, LLC	04/01/2024

Apex - Great Kiskadee - Powin - LTSA - 03.27.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	03/27/2024
Ebara - Powin - Manufacturing Services Agreement - 03.01.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024
Desert Quartzite - Powin - LTSA First Amendment - 3.20.2024	LTSA (Long Term Service Agreement)	Desert Quartzite, LLC	03/20/2024
Desert Quartzite - Powin - ESA Amendment 001 and CO#4 - 03.20.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	03/20/2024
Powin & EVE MSA Amendment No. 3 - signed 03.21.2024	Master Supply Agreement	EVE Asia Co., Limited; EVE Power Co., Ltd	03/21/2024
EBARA Densan - Powin - Free Issue Parts Agreement - 03.08.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024
Powin Energy Operating, LLC (PEO) - Powin, LLC - Intercompany Administrative Services Agreement - 03.21.2021	Master Service Agreement	Powin Energy Operating, LLC (PEO)	03/21/2021
Powin UK Ltd - Powin, LLC - Intercompany Services Agreement - 05.15.2023	Master Service Agreement	Powin UK Ltd	05/15/2023
Powin Energy Spain, SL - Powin, LLC - Intercompany Services Agreement - 04.13.2023	Master Service Agreement	Powin Energy Spain, SL	04/13/2023
Powin Australia Pty Ltd - Powin, LLC - Intercompany Services Agreement - 02.13.2023	Master Service Agreement	Powin Australia Pty Ltd	02/13/2023
Service Stream Utilities Pty Ltd - Powin Australia Pty Ltd - MSA - 3.4.2024	Master Service Agreement - ASP	Service Stream Utilities Pty Ltd	03/04/2024
SAFE Laboratories and Engineering Corp. - Powin, LLC - MSA - 10.26.2023	Master Service Agreement	SAFE Laboratories and Engineering Corp.	10/26/2023
Invenergy Powin - Amendment#1 LTSA - 02.21.2024	LTSA (Long Term Service Agreement)	Invenergy Services LLC	02/21/2024
Crowe LLP - Powin, LLC - MSA for Clients - 06.23.2023	Master Service Agreement	Crowe LLP	06/23/2023
Powin CIMC-JV Supplemental Agreement for MSA - signed 02.29.2024	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., Ltd (CIMC - Powin)	01/10/2024
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Technology Escrow Agreement	DTE Electric Company	02/23/2024
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Technology Escrow Agreement	DTE Electric Company	02/23/2024
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	02/22/2024
Australia_Powin_and_CES_Services_Agreement_Fully executed - 2.21.2024	Master Service Agreement	Clean Energy Services CES LLC (CES)	02/21/2024
Ayna AI LLC - Powin, LLC - MSA - 02.14.2024	Master Service Agreement	Anya AI LLC	02/14/2024
SMM Consulting Service Contract for Powin - signed 02.20.2024	Purchasing Agreement	SMM Information & Technology Co., Ltd.	02/20/2024
Waratah_ESA_Deed_of_Amendment_02.17.2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	02/17/2024
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023 Redacted Pow	Master Supply Agreement	EKS (Experience Knowledge, Strategy, S.L.)	10/23/2023
Powin & SMM Information Service Agreement - 02.06.2024	Master Service Agreement	Shanghai Metal Market	02/06/2024

Waratah ESA - Exhibit X 30March2023rev1 (AKE0060)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023
Akaysha WSB - Record of agreement under Powin ESA and Exhibit X.3.30.2023v.1.docx	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023
Trenton ESA (fully executed, compiled with exhibits)	ESA (Energy Storage Agreement)	DTE Electric Company	01/24/2024
Powin - TUV Rheinland (Shanghai) Co., Ltd. - MSA - 1.2.2024	Master Service Agreement	TUV Rheinland (Shanghai) Co., Ltd.	01/02/2024
Lonestar Amended and Restated ESA (fully executed, compiled) 9.15.2023	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	09/15/2023
STM0380_Watersprout - Powin - Limited Services Agreement _ Stem PO - 01.09.2024	LTSA (Long Term Service Agreement)	STEM / Mohave Power LLC	01/09/2024
Socomec - Powin - Master Supply Agreement - 01.01.2024	Master Supply Agreement	Socomec Inc.	01/01/2024
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Exhibit C - FSI0050 Rabbitbrush 2 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021

Exhibit C - FSI0040 Rabbitbrush 1 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Pulse - PCE0020_Overhill_LTSA (fully executed)_12.23.2023	LTSA (Long Term Service Agreement)	PULSE CLEAN ENERGY SPV WATT LIMITED	12/22/2023
Northern Reliability - PEC - Kia consulting agreement - 2018.07.10	Master Service Agreement	Northern Reliability	06/25/2018
Luminate - PEC - Prof.Services Agreement - 12.30.2020	Master Service Agreement	Luminate LLC	12/30/2020
Libess - PEC - Services Agreement - 06.03.2019	Master Service Agreement	Libess Service	06/03/2019
JS Renewable Energy - Powin - Professional Services Agreeem - 10.11.2022	Master Service Agreement	JS Renewable Energy	10/11/2022
Intertek -Powin - MSA 7.21.2021	Master Service Agreement - ASP	Intertek Testing Services NA Inc.	07/21/2021
iBase - Powin - PurchasingAgreement - 07.01.2020	Purchasing Agreement	iBase Gaming Inc.	07/01/2020
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023	Master Supply Agreement	Experience Knowledge Strategy, S.L. (EKS)	10/23/2023
Pulse _Overhill_PCE0020_ESA - Powin (fully executed)_12.22.2023	ESA (Energy Storage Agreement)	Pulse	12/22/2023
Bergstrom, Inc. - Powin, LLC - MSA - 12.01.2023	Master Supply Agreement	Bergstrom Inc.	12/01/2023
DesertQuartzite_Powin_LTSA_12.12.2023-FullyExecuted	LTSA (Long Term Service Agreement)	Desert Quartzite	12/12/2023
Pulse Clean Energy SPV Watt Limited - Powin, LLC - LNTP Amendment No. 2 - 12.01.2023	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pulse Clean Energy SPV Watt Limited	12/01/2023
Xiamen Hithium Energy Storage Technology Co, Ltd. - Powin - MSA - 12.15.2023	Master Supply Agreement	Xiamen Hithium Energy Storage Technology Co., Ltd.	01/01/2024

Strativ Group - Powin, LLC - MSA ASP Installation Work - 12.01.2023	Master Service Agreement - ASP	Strativ Group	12/01/2022
Sonic Systems International, LLC dba Amperion - Powin, LLC - MSA ASP - 04.17.2023	Master Service Agreement - ASP	Sonic Systems International, LLC dba Amperion	04/17/2023
GreEnergy Resources, LLC - Powin, LLC - ASP Site Manager Services - 01.05.2023	Master Service Agreement - ASP	GreEnergy Resources, LLC	01/05/2023
Clean Energy Services CES LLC - Powin, LLC - ASP Site Manager Services - 12.13.2022	Master Service Agreement - ASP	Clean Energy Services CES LLC (CES)	12/13/2022
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023
JMS Wind Energy, Inc. - Powin, LLC - ASP Master Service Agreement - 01.19.2023	Master Service Agreement - ASP	JMS Wind Energy, Inc.	01/19/2023
Logicalis - Powin, LLC - Service Agreement - 12.08.2023	Master Service Agreement	Logicalis	12/08/2023
GAL0020_Alcoutim ESA 12.4.2023 (Fully executed, compiled)	ESA (Energy Storage Agreement)	GALP PARQUES FOTOVOLTAICOS DE ALCOUTIM	12/04/2023
IOActive Inc. - Powin, LLC - MSA 11.22.2023	Master Supply Agreement	IOActive, Inc	11/22/2023
Apex - Angelo-Powin - Long Term Services Agreement (11_17_2023)	LTSA (Long Term Service Agreement)	Angelo Storage LLC	11/17/2023
Amended and Restated LNTP - Hemingway Expansion (Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Comapny	05/19/2023
SUN0050_SunGrid_Kruger HMLP_Order Letter_12JUN2020 - R2 - 2020.06.16 - signed SG	Purchase Order		
Powin_LTSA Proposal_Solvida_Putah Creek_SDA0000_08DEC2022_Signed	LTSA (Long Term Service Agreement)	Putah Creek Solar Farms, LLC	12/08/2022
Bottleneck LTSA (fully executed)	LTSA (Long Term Service Agreement)	Ormat Nevada, inc.	11/03/2023
MPI0090 - Wilson - Services Agreement 20190620	LTSA (Long Term Service Agreement)	Strata Solar Services, LLC	08/22/2019
Termination Agreement - Framework Agreement (fully executed, compiled w_ appendices)	Framework Agreement	Longroad BESS Procurement, LLC	12/09/2022
CPE - Powin LNTP 070720 (2)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	CPE Funding Pty Ltd	07/07/2020
JMA0030 - Jema - Flexitranstore - PO - 12.20.2018	Purchase Order	Jema Energy S.A	
LNTP Letter Agreement Fully Assembled- AMP0194, AMP0195, AMP0196 (3-21-22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AMP Solar Development Inc.	03/21/2022
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023

Waratah - Energy Supply Agreement (ESA) - Deed of amendment - 11.3.2023	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/03/2023
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Technology Escrow Agreement	Hummingbird Energy Storage, LLC	10/01/2022
PCE0020 - Overhill - Pulse - Amendment to LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	10/30/2023
STM0576 - Sharon - Negroni 2 - Purchase Order (compiled, fully executed)	Purchase Order	Stem, Inc.	10/13/2023
Amp LTSA Update to Form LTSA 4.3 - 3R (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD THREE RIVERS MA SOLAR LLC	09/18/2023
Amp LTSA Update to Form LTSA 4.3 FRS (fully executed, compiled)	LTSA (Long Term Service Agreement)	FORT RIVER SOLAR 2 LLC	09/18/2023
Amp LTSA Update to Form LTSA 4.3 Cotuit (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD COTUIT MA SOLAR LLC	09/18/2023
Powin BHER ESA - BHE0021 Solar Star 4 (fully executed)	ESA (Energy Storage Agreement)	Solar Star 4, LLC	08/31/2023
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed) (1)	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023
LTSA - Ameresco - Hampden (fully compiled, fully executed)	LTSA (Long Term Service Agreement)	Hampden Landfill Solar LLC	07/31/2023
PCE0020 - Overhill - LNTP (executed, compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	08/04/2023
(EDF0570 - EDF Test Cell PO) 4500138514	Purchase Order	EDF Renewables	
IPC - Powin Black Mesa et al Omnibus LTSA (executed, compiled)	LTSA (Long Term Service Agreement)	Idaho Power Comapny	08/21/2023
20210714_AESC_Battery Cell Master Supply Agreement_EXECUTED	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co., Ltd.	07/07/2021
DocuSign Purchase Order_PO-2544_1625027641312	Purchase Order	DocuSign Inc.	06/30/2021
DocuSign Inc - Powin LLC - Order Form - 03.31.2023	Purchase Order	DocuSign Inc	03/30/2023
DocuSign Inc - Powin LLC - Order Form - 2021	Purchase Order	DocuSign Inc.	06/21/2021
Descartes - Powin, LLC - GLN Services Agreement (ISF) - 2022	Master Service Agreement	Descartes Systems (USA) LLC	02/03/2022
CT Corp - PEC - CT Assurance Agreement 2022 - COUNTERSIGNED	Master Service Agreement	CT Corporation System	10/07/2022
Powin & AESC MSA - Effective 10.01.2023	Master Supply Agreement	AESC US, LLC.	10/01/2023
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	03/15/2018
Reliance - Powin - MOU - 09062023	Memorandum of Understanding	Reliance Industries Limited	09/06/2023
QPO - Powin - Agreement 8.8.2023	Purchasing Agreement	QPO Energy, LLC	08/08/2023
PO Box Services Proposal - POWIN ENERGY SPAIN SLU - Gestiona T - 20230403	Master Service Agreement	Grupo Gestiona T	01/03/2023

AT&T - Powin Professional Consulting Agreement October 2023	Master Service Agreement	AT&T Corp	10/05/2023
PRAXIS Rider C Great Kiskadee Storage, LLC	Technology Escrow Agreement	Great Kiskadee Storage, LLC	12/20/2022
PRAXIS Rider C - Chaparral Springs - Powin.docx	Technology Escrow Agreement	Chaparral Springs, LLC	
PRAXIS Rider C (Angelo Storage, LLC	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Technology Escrow Agreement	Desert Quartzite, LLC	12/06/2022
PRAXIS Rider C - Rabbitbrush Solar, LLC	Technology Escrow Agreement	Rabbitbrush Solar, LLC	
PRAXIS Rider C - Arrow Canyon Solar	Technology Escrow Agreement	Arrow Canyon Solar, LLC	
Powin-Rider-C-Tranquility-Project.docx	Technology Escrow Agreement	SP Tranquility Solar Storage LLC	
Powin-Rider-C-Garland-Project.docx	Technology Escrow Agreement	SP Garland Solar Storage LLC	
Arizona Mechanics Lien Waiver Forms (Statutory) Powin FINAL - Exh.Q-1	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	05/17/2022
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Triple Butte LLC	
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Swoose LLC	
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Flower Valley LLC	
Exhibit U - AKE0060 - PRAXIS Rider C - (Final) (1) (1).docx	Technology Escrow Agreement	MUNMORAH BATTERY PROJECTCO PTY LTD;	12/12/2022
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Technology Escrow Agreement	Praxis Technology Escrow	06/21/2018
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Technology Escrow Agreement	Acorn I Energy Storage LLC	10/01/2019
PRAXIS Rider C Wildcat - FINAL.docx	Technology Escrow Agreement	Wildcat I Energy Storage LLC	11/25/2019
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Technology Escrow Agreement	Serrano Solar, LLC	08/23/2023
Coffman_Powin_Full MSA_2021_Clean CEI sig.pdf_signed_2021.12.17.23.39.32	Master Service Agreement	Coffman Engineers Incorporated	12/01/2021
Powin PO 5326 - Code Unlimited_Final Revision	Purchase Order	Code Unlimited LLC	11/15/2022

Professional Services Agreement -Powin and Billion	Master Service Agreement	Billion Electric Co., Ltd.	09/27/2022
MSA - Ameresco - POWIN CONTRACT - FINAL 9-8-2022.pdf_signed_2022.09.11.10.49.03	Master Service Agreement - ASP	Ameresco Inc	09/02/2022
2017.04.21 - KSAndCo_MSA_Addendum_Q1_2017	Master Service Agreement	Kieckhafer, Schiffer & Company LLP	04/21/2017
Powin - ACE Battery PFA - FINAL CLEAN - 03.14.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/14/2023
Q221028-1_MSA_ACCURE Inc_Powin_final.docx (1)	Master Service Agreement	Accure	10/28/2022
Clean Peak Energy BESS MSA - 20210217 Execution Version - CPE signed	Master Supply Agreement	CPE Funding Pty Ltd	02/17/2021
AMR Framework	Framework Agreement	Ameresco Inc	04/29/2022
Akaysha Framework Agreement_Term Sheet - Executed_2022.03.04	Framework Agreement	Akaysha Energy Pty Ltd	03/01/2022
SUN0030-3 Order Letter- Kruger 072319 (executed)	Purchase Order	SunGrid Solutions Inc.	07/24/2019
MSA Stem - Powin (EXECUTED w PGs and LTSA v2)	Master Supply Agreement	Stem, Inc.	09/02/2020
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Technology Escrow Agreement	Sun Streams Expansion LLC	08/23/2023
PRAXIS - Powin Serrano Solar Rider C Final.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	08/23/2023
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Technology Escrow Agreement	Sun Streams Expansion, LLC	08/23/2023
2017.03.30 - Tolling Agreement Fully Executed	Purchasing Agreement	San Diego Gas & Electric Company	03/30/2017
2017-09-01 SCE-POWIN Goleta ESS1 FINAL EXECUTED	ESA (Energy Storage Agreement)	Southern California Edison Company	09/01/2017
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.21.20.39.07	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/21/2022
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.08.15.28.08	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/08/2022
PO# 192 - Powin Energy - Schaeffler	Purchase Order	Saturn Power Inc.	04/06/2018
20191209 - Prisma - Powin MSA_Fully Executed	Master Service Agreement	Prisma Energy Solutions LLC	
3.4.5 Charger - Amended and Restated BESA (PPA Grand Johanna) [EXECUTED]	ESA (Energy Storage Agreement)	PPA Grand Johanna LLC	12/04/2017
PPA_Energy Storage_RA Only (After Online Date)_2016-08-05_EXECUTED	Purchasing Agreement	Southern California Edison Company	08/05/2016
Grissom_1st Amendment to PPA_Fully Executed_1.9.2020	Purchasing Agreement	Grissom Solar, LLC	01/09/2020
Grissom_2nd Amendment to PPA_Fully Executed_5.20.2020	Purchasing Agreement	Grissom Solar, LLC	05/20/2020
Grissom_Power Purchase Agreement_09.06.2018	Purchasing Agreement	North Carolina Electric Membership Corporation	09/06/2018
Ormat - Powin - OTI0040 - Bottleneck - ESA Amendment #1 - 05.10.2022	ESA (Energy Storage Agreement)	Ormat Nevada Inc	03/15/2022
20201026 - RTC0020 Garland Executed Supply Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	10/26/2020

Tranquillity LTSA Powin Amendment 3 - Availability Calculations (Execution Version 12.8.22).pdf_signed_2022.12.22.09.23.39	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022
Garland LTSA Powin Amendment 3 - Availability Calculations - 12.08.2022	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022
LNTF 1-2 Payment Release Lien Waivers - Hecate Johanna - Signed 6-22-2020	LNTF (Limited Notice to Proceed) or NTF (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	06/22/2020
Hecate - LNTF2 Amendment #1 - PECexec	LNTF (Limited Notice to Proceed) or NTF (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	07/02/2020
PO Windsor PS00010871	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018
PO Sarnia PS00010872	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	12/17/2019
Powin - REPT - MOU for Indonesia Opportunity - signed 08.14.2023	Memorandum of Understanding	REPT BATTERO Energy Co., Ltd	08/01/2023
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	09/26/2019
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	03/01/2022
Amendment 2 for MAV6 Subcontract .pdf_signed_2022.03.01.21.48.30	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	02/08/2022
Powin - Desay Battery PFA - FINAL CLEAN - 03.15.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	03/15/2023
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Technology Escrow Agreement	Great Kiskadee LLC	12/20/2022
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022
PO - Powin - Wallum - final (corrected)	Purchase Order	Amp Solar US Services LLC	08/28/2020
Oak_Hill_2-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 2 LLC	09/03/2021
Oak_Hill_1-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 1 LLC	09/03/2021
AKA0010 - Amendment 1 - 4 March 22_AKA Fully Executed	ESA (Energy Storage Agreement)	Aspin Kemp & Associates Inc	12/23/2021
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Ventura	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021
KIA0000 - Purchase Agreement - MEPPI and Powin	Purchasing Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	08/29/2018
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	01/13/2021
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	

Rider-C-KCE-Powin.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	
PRAXIS - Powin - Sun Streams PVS Rider C executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/24/2023
PRAXIS - Ulinda Park - Exhibit U - AKE0010 Rider C -executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/25/2023
Powin & BQC MSA - signed 08.01.2023	Master Supply Agreement	Shenzhen Baiqiancheng Electronic Co.,Ltd	
TPE0010 - Purchase Order	Purchase Order	TPE Energy, Inc.	10/27/2020
TPE 0080_Powin_Form_BESA_TPE_225_TPE0	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021
TPE 0070_Powin_Form_BESA_TPE_230P_TPE	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021
Three Rivers - AMP0196 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Sunstreams 3 - Limited Notice to Proceed (Executed fully assembled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Sun Streams PVS, LLC	09/12/2022
SUN0040 - SunGrid - Small Fry - OL	Purchase Order	Sungrid Solutions	08/08/2019
Strata-Powin MSA Term Sheet 07-07-22 Fully Executed	Master Supply Agreement	Strata Solar, LLC	07/07/2022
Strata Poblano LNTP (executed, compiled) (2)_small	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Poblano, Energy Storage, LLC	12/19/2022
Strata Poblano ESA (fully executed and compiled)	ESA (Energy Storage Agreement)	Poblano Energy Storage, LLC	04/17/2023
STR0010 - GUC Evans Substation - Services Agreement	LTSA (Long Term Service Agreement)	Strata Solar, LLC	10/27/2020
STR0010 - GUC Evans Substation - BESA	ESA (Energy Storage Agreement)	Strata Solar, LLC	03/27/2020
STM0913-BWV_Palmer_Sykes_Purchase_Order_11953_(ass embled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0912-BWV_Douglas_Oak_Purchase_Order_11958_(ass embled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0911-BWV_Dighton_Tremont_Purchase_Order_11957_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
Yuma Supply Agreement (executed, compiled with exhibits)	ESA (Energy Storage Agreement)	Yuma Solar Energy LLC	05/19/2023
YUMA PCS LNTP Letter Agreement (fully executed 3.13.23)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Yuma Solar Energy LLC	03/13/2023
Ysolar_PO_Leader_20210824	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/24/2021
Willow Springs - ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022
WEG0020 - Demo Stack225 - Purchase Order	Purchase Order	WEG Electric Corp	02/24/2020
WEG0020 - Demo Stack225 - PO	Purchase Order	WEG Electric Corp	01/28/2020

TX11 CSA Amendment 1 dually signed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/14/2022
STM0652-Dark_N_Stormy_II_Purchase_Order_11633_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0651-Dark_N_Stormy_I_Purchase_Order_11634_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0572-Velvet_Mite_CPR_Purchase_Order_12288_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0571-Velvet_Mite_TR_Purchase_Order_12285_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0578-Velvet_Mite_SD_Purchase_Order_12283_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0577-Velvet Mite ML Purchase Order 12282 (assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0576-Velvet_Mite_MR_Purchase_Order_12287_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0574-Velvet_Mite_BR_Purchase_Order_12284_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0573-Velvet_Mite_QR_Purchase_Order_12286_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0493-Mosquito_III_Purchase_Order_11635_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0492-Mosquito_II_Purchase_Order_11637_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0491-Mosquito_I_Purchase_Order_11636_(assembled)(1)_small	Purchase Order	Stem, Inc.	03/08/2023
Southern TQ_MPA LTSA - Powin Subcontract - 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021
Southern Garland_MPA LTSA Powin Subcontract 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021
Sol System - BESS Supply Agreement (Fully executed)	ESA (Energy Storage Agreement)	SCS Van Wyck 012823 Croton On Hudson, LLC	11/23/2021
Slocum ESA (fully executed, compiled)	ESA (Energy Storage Agreement)	DTE Electric Company	12/15/2022
Signed LES0010 BESA	ESA (Energy Storage Agreement)	Leader Energy Storage Technology Co., Ltd	09/30/2022
SBE0010 Angiola LNTP (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	03/17/2022
Santa Paula OMA (Executed)	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	10/21/2021

Santa Paula BESA Powin - esVolta (Executed)	ESA (Energy Storage Agreement)	Santa Paula Energy Storage, LLC	10/21/2021
RCT0030 - Tranquillity - BESSA - 20201123	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020
Rabbitbrush 2 - Leeward - Powin BESA SA (executed)[71635]	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Rabbitbrush 1 - Leeward - Powin BESA SA (executed) (1)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Quote - QPO0030 (Richard Signed)	Purchase Order	QPO Energy, LLC	10/14/2021
Quote - QPO0010-QPO Taiwan (Richard Signed)	Purchase Order	QPO Energy, LLC	10/01/2021
Purchase Order 10711 Powin 20210603 V3 (002) - signed	Purchase Order	Stem, Inc.	06/08/2021
Purchase Order 10459 20210210 Stem - Fully Assembled - Fully Executed 20210308	Purchase Order	Stem, Inc.	02/28/2021
Purchase Order 10425 20210114 Stem Signed	Purchase Order	Stem, Inc.	01/14/2021
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PPS0000 - Silver Oak - PO	Purchase Order	Pure Power Solutions, Inc.	02/27/2018
Powin-LRE Sunstreams ESA (fully executed, compiled w exhibits)	ESA (Energy Storage Agreement)	Sun Streams PVS, LLC	12/09/2022
Powin_LTSA_Az_Sun_El_Sol_Orangeville_FINAL	LTSA (Long Term Service Agreement)	Invenergy Services LLC	03/01/2022
Powin_Akaysha_Waratah_LTSA_(compiled_fully_executed)	LTSA (Long Term Service Agreement)	Munmorah Battery ProjectCo Pty Ltd	12/16/2022
Powin Project Addendum Hannover (FINAL PROJECT ADDENDUM 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Equipment, Inc. (MEPPI)	05/25/2021
Powin Master Agreement 5-25-21 (FINAL MAIN BODY 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	05/25/2021
Town of La Grange - Powin - LTSA - 06.30.2021	LTSA (Long Term Service Agreement)	La Grange, an Incorporated North Carolina Town	06/30/2021
Powin LTSA - Bruce Power - 20230501 fully executed	LTSA (Long Term Service Agreement)	Saturn Battery I LP	05/01/2023
Powin LNTP - NY ESRT Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022
Powin LNTP - CSU Fullerton Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022
Powin Executed MSA Stem - Powin 1st Restated - 20220914 Execution Version - FE	Master Supply Agreement	Stem, Inc.	09/14/2022

Powin APS - Project Contract (Paloma & Cotton Center) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Hyder 1 & Hyder 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Gila Bend 1 & Gila Bend) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Foothills 1 & Foothills 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Desert Star) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Thousand Oaks	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021
Powin - LRD Serrano ESA (fully executed assembled with exhibits)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	05/05/2023
Powin - IPC BESA - IDP0070 (Melba) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0050 (Elmore) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0030 (Filer) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0010 (Weiser) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - CEP BESA - WWIII (Executed)[94637]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - CEP BESA - WWII (Executed)[94638]_small2	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - CEP BESA - WWI (Executed)[94575]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - AKA0010 BESA (EXECUTED)	ESA (Energy Storage Agreement)	AKA Group	12/23/2021
PO2022-001-Powin	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022
PO003 - Quilthurst	Purchase Order	QPO Energy, LLC	10/14/2021
PO001 - Taiwan	Purchase Order	QPO Energy, LLC	10/14/2021
PO 4415070665 R5	Purchase Order	Honeywell Limited - HPS CA	12/01/2020
PNM Rio Del Oro - LNTP(Fully Executed) (1)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023
PNM Powin - South Valley EPA (fully executed, compiled with exhibits)[203748]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023

PGR0020 - Rochester - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020
PGR0010 - Tremont - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020
PGE0010 - PGE - BPSC - PO	Purchase Order	Portland General Electric (PGE)	10/07/2019
PEC to PEOS II Battery Equipment supply Agreement	ESA (Energy Storage Agreement)	Powin Energy Ontario Storage, LLC	07/01/2017
PAC0010 - Klamath Falls -Material Supply and Installation Contract - EC	ESA (Energy Storage Agreement)	Pacificorp	10/06/2021
PAC0010 - Klamath Falls - NTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pacificorp	10/07/2021
Ormat Equipment Supply Agreement (executed)_small	ESA (Energy Storage Agreement)	Ormat Nevada Inc.	03/15/2022
BESA Or Haner	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
OPL0010 - EPC Integration for Opalco by SunGrid	Purchase Order	Orcas Power & Light Cooperative (OPALCO)	12/04/2019
OPL0010 - Decatur EPC Agreement - 20190712	ESA (Energy Storage Agreement)	Orcas Power & Light Cooperative (OPALCO)	07/12/2019
Oak Hill 2 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021
Oak Hill 1 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021
Novasource - Powin Limited Services Agreement.docx	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	02/27/2023
NIS0040 - NIDEC - Disney Bahamas - PO	Purchase Order	Nidec ASI S.p.A.	05/29/2019
BESA Nir Yitzac 3	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
BESA Nir Yitsac 2	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
Neat Mordechai - ESA - 6.9.2021	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
MTA-45002234641	Purchase Order	Mesa Technical Associates, Inc.	10/01/2019
Millikan - PPA Grand Johanna - O&M Agreement	LTSA (Long Term Service Agreement)	PPA Grand Johanna LLC	12/04/2017
MidAm ESS Supply Agreement FINAL 10.3.18_Fully Executed	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	10/02/2018
MHP0230 - KCE TX23 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020
MHP0230 - KCE TX 23 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
MHP0120 - KCE TX12 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020

MHP0120 - KCE TX 12 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
MHP0110 - KCE TX11 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020
MHP0110 - KCE TX 11 - Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
MHP0110 - KCE TX 11 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/15/2020
MHP0010 - Fredonia - PO	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/25/2020
MHP0010 - Fredonia - Order Letter	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/05/2020
MEP0020 - ITC Test Bed - MSA	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
Mav6 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	Maverick Solar 6, LLC	07/19/2021
LTSA_-_GOElectric_-_Confederation_College_(Powin_2023-01-17_-_Fully_Compiled)	LTSA (Long Term Service Agreement)	Go Electric, Inc	02/02/2023
LRE (Longroad)-Powin Definitive Framework Agreement (Executed)	Framework Agreement	Longroad BESS Procurement LLC	01/07/2022
LRE - Powin - Rabbitbrush 2 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022
LRE - Powin - Rabbitbrush 1 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022
Longroad SS4 ESA (assembled, fully executed)_small	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	03/10/2023
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Willow Springs Solar 3 project (fully	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Chaparral Solar project (fully execut	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022
Lonestar ESA - SCL0020 (fully executed, compiled with all exhibits)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	05/01/2023
LNTP_DYN0108_POWIN (051022) CLEAN - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022
LNTP_DYN0107_Powin_05.092022 Clean Final - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022
LNTP Side Letter DYN0108 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022
LNTP Side Letter DYN0107 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022

LES0010-Leader Energy Storage_210806-signed	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/06/2021
Leader PO2022-001 Fully Executed	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022
LaGrange Strata - Powin BESA (EXECUTED)	ESA (Energy Storage Agreement)	Strata Solar, LLC	08/12/2021
La Grange Powin LNTP - Strata_2021.07.07_EXECUTED	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Storage, LLC	07/02/2021
KMC0010 LNTP Letter Agreement - Brandywine (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC	03/15/2022
STM0000 - Stem - Master Service Agreement (3)	Master Supply Agreement	Stem, Inc.	09/02/2020
Stem Portfolio LNTP Letter Agreement 20220303 - Execution Version FE	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Stem, Inc.	03/03/2022
SPI0040 - HoneywellSaturn - Bruce - Subcontract Agreement - A1	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/11/2019
SPI0040 - HoneywellSaturn - Bruce - PO	Purchase Order	Honeywell Limited - HPS CA	03/01/2019
SPI0040 - Honeywell Saturn - Bruce - Goods and Services Agreement	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/18/2019
SPC0030 - Southern CO - PowerSecure - PO and Terms	Purchase Order	Southern Power Company (SPC)	02/20/2019
SPC0030 - Southern Co - PowerSecure - OL	Purchase Order	Southern Power Company (SPC)	11/19/2019
KCE0080 - PO #3 - KCE - Worsham	Purchase Order	KCE TX 8, LLC	05/22/2020
KCE0070 - KCE TX7 - Services Agreement_EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 7, LLC	06/01/2020
KCE0070 - PO - KCE - Flat Top	Purchase Order	KCE TX 7, LLC	05/22/2020
KCE0060 - NY3 - Service Agreement	LTSA (Long Term Service Agreement)	Key Capture Energy, LLC (KCE)	06/01/2020
KCE0060 - PO - KCE - NY3	Purchase Order	Key Capture Energy, LLC (KCE)	02/20/2020
KCE_TX-12_Powin-MPA_CSA - Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
KCE TX-23_Powin-MPA_CSA_Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
KCE TX1TX2TX3 - LNTP 2 - 20190201	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/31/2019
KCE TX1TX2TX3 - LNTP - 20190115	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/15/2019

KCE - Master Equipment Supply Agreement TX NY	Master Supply Agreement	Key Capture Energy, LLC (KCE)	01/15/2019
JPR0030 - Triple Butte - Services Agreement	LTSA (Long Term Service Agreement)	Triple Butte, LLC	08/21/2020
JPR0030 - Triple Butte - PO 003	Purchase Order	Triple Butte, LLC	08/21/2020
JPR0020 - Flower Valley - Service Agreement	LTSA (Long Term Service Agreement)	Flower Valley, LLC	05/15/2020
JPR0020 - Flower Valley - PO 001	Purchase Order	Flower Valley, LLC	05/15/2020
JPR0010 - Swoose - Services Agreement	LTSA (Long Term Service Agreement)	Swoose, LLC	05/15/2020
JPR0010 - Swoose - PO 002	Purchase Order	Swoose, LLC	05/15/2020
JPR0000 - Jupiter Power - Master Supply Agreement	Master Supply Agreement	Jupiter Power, LLC	05/15/2020
JMA0030 - Jema - Flexitranstore - PO	Purchase Order	Jema Energy S.A.	12/20/2018
INV0030 - Insurgentes - Supply Agreement	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	12/20/2019
INV0030 - Insurgentes - Amendment 1	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	01/31/2020
INV0020 - Orangeville - PO ORS111127	Purchase Order	Orangeville Energy Storage LLC	11/02/2020
INV0020 - Orangeville - BESSA	ESA (Energy Storage Agreement)	Orangeville Energy Storage LLC	11/02/2020
INV0000 - Invenergy - Master Supply Agreement	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	12/20/2019
Hummingbird Powin LTSA (assembled, executed)	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	02/10/2023
Hummingbird Limited Notice to Proceed (compiled executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	esVolta Development, LLC	12/29/2022
Hummingbird - ESV0220 - ESA (assembled, fully executed)	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	02/03/2023
Honeywell_Powin_LTSA_EXECUTED_2021.08.18	LTSA (Long Term Service Agreement)	Honeywell International	08/18/2021
HNL0077 - Hydro Extrusions - PO 4415658515 R1	Purchase Order	Honeywell Limited - HPS CA	09/23/2020
HNL0072 - Honeywell - Malpack 1.1 - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0071 - Malpack 1.2 - PO 4415000886 R8	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0070 - Canopy Growth - PO 4415070665	Purchase Order	Honeywell Limited - HPS CA	03/24/2020
HNL0069 - Toyota Boshoku - PO 4415001119 R6	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0068 - Pillers Waterloo - PO 4414731331 R9	Purchase Order	Honeywell Limited - HPS CA	04/18/2020

HNL0068 - Pillers Waterloo - PO 4414731331 R7	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0067 - Pillers Brantford - PO 4414731269 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0066 - Rich Foods - PO 4414731328 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0065 - Honeywell - Molson Coors - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0064 - Decast - PO 4414731297 R9	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0062 - Kelloggs - PO 4414731277 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0061 - Enbridge - PO 4415000441 R6	Purchase Order	Honeywell International, Inc.	05/01/2020
HNL0000 - Honeywell - MSA - EC	Purchasing Agreement	Honeywell International, Inc.	03/21/2019
HNL0000 - Honeywell - Addendum - EC	ESA (Energy Storage Agreement)	Honeywell International, Inc.	12/20/2019
HES0010 - Hunt - Demo - Order Letter	Purchase Order	Hunt Energy Solutions	06/11/2019
Hemingway IPC BESA 80MW (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022
Hemingway Expansion ESA (executed, compiled)	ESA (Energy Storage Agreement)	Idaho Power Company	06/08/2023
HEM0070 - Ukraine - PO and Order Letter	Purchase Order	Sungrid Solutions	09/04/2020
HEC0070 - Kitchener II - OM Agreement - 20181030	LTSA (Long Term Service Agreement)	Hecate Energy Ontario Storage VII, LP	10/30/2018
HEC0070 - Kitchener II - BESA	ESA (Energy Storage Agreement)	Hecate Energy Ontario Storage VII, LP	03/01/2018
HEC0050 - Johanna - Supply Agreement LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	05/28/2020
HEC0050 - Johanna - Supply Agreement - LNTP2	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	06/11/2020
HEC0050 - Johanna - Subcontract	ESA (Energy Storage Agreement)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	08/31/2020
HEC0050 - Johanna - Long Term Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	01/25/2021
Great Kiskadee ESA (Executed)	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	08/26/2022
GOE0060 - Thunder Bay - BESA - 20180831	ESA (Energy Storage Agreement)	Go Electric Inc	08/31/2018
GLP0020 - West Columbia - Services Agreement	LTSA (Long Term Service Agreement)	West Columbia Storage, LLC	09/09/2019
GLP0020 - West Columbia - BESSSA	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	02/26/2019
GLP0020 - Glidepath - W. Columbia - Second Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	10/04/2019

GLP0020 - Glidepath - W. Columbia - First Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	09/09/2019
GDS0010 - Gridspan - Pilot Order	Purchase Order	Gridspan Energy	10/29/2018
FRS - AMP0195 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Framework Agreement - Akaysha_Powin_EXECUTED_2022.04.18	Framework Agreement	Akaysha Energy Pty Ltd	04/18/2022
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021
First_LTSA_Amendment_-_Tranquillity_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021
First_LTSA_Amendment_-_Garland_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021
First_BESA_Subcontract_Amendment_-_Tranquillity_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020
First_BESA_Subcontract_Amendment_-_Garland_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/26/2020
First_Amendment_TX23_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First_Amendment_TX12_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First_Amendment_TX11_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First Amendment to Powin - Rabbitbrush 2 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	09/17/2021
First Amendment to Powin - Rabbitbrush 1 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar LLC	09/17/2021
Final_Dry_Bridge_LNTP_-_Powin_Signed_11-11-2021	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Solar, LLC	11/11/2021
KCE0090 - TX2 - Port Lavaca - Services Agreement	LTSA (Long Term Service Agreement)	KCE TX 2, LLC	06/01/2020
KCE0090 - Port Lavaca - PO - 20200522	Purchase Order	KCE TX 2, LLC	05/22/2020
KCE0080 Powin Services Agreement - TX 8 - EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 8, LLC	06/01/2020
EVE LF280K PO	Purchase Order	PuYuan Green Energy Inc.	
ESRT Powin ESA-Centipede (executed w_ exhibits)[142956]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022
Elmbrook Powin PO	Purchase Order	Amp Solar US Services LP	01/19/2021
El Sol AR Supply Agreement (executed, compiled)	ESA (Energy Storage Agreement)	El Sol Energy Storage LLC	05/19/2023

El Sol - Energy Storage System Supply Agreement 04.09.21 (executed)	ESA (Energy Storage Agreement)	El Sol Storage Energy LLC	04/09/2021
EDF-Powin BESS MSA (Executed - September 9, 2022)_small	ESA (Energy Storage Agreement)	EDF Renewables Development, Inc.	09/09/2022
EDF0070 - Mav 6 - BESS Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	12/22/2020
EDF0070 - Amendment 1 to BESS Subcontract - final - PEC exec	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/26/2021
EDF0050 - Big Beau 2 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021
EDF0050 - Big Beau 2 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021
EDF0040 - Big Beau 1 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021
ESV0290 - Third Powin Letter Agreement - Acorn-FINAL - signed (1)	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	06/08/2021
ESV0290 - esVolta - Operation & Maintenance Agreement	LTSA (Long Term Service Agreement)	Acorn I Energy Storage LLC	11/06/2019
ESV0290 - esVolta - Acorn BESA	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	11/06/2019
ESV0090 - esVolta - Wildcat BESA	ESA (Energy Storage Agreement)	Wildcat I Energy Storage, LLC	11/06/2019
ESV0090 - esVolta - Operations & Maintenance Agreement	LTSA (Long Term Service Agreement)	Wildcat I Energy Storage, LLC	11/06/2019
ESV0000 - Stratford - OM Agreement	LTSA (Long Term Service Agreement)	Powin Energy Ontario Storage, LLC	03/29/2018
CSU Powin ESA-Centipede (executed w_exhibits)[143046]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022
CSE0010 - Countryside - Purchase Order	Purchase Order	CS Energy, LLC	09/29/2020
CPE0070 - CPE - Waneroo - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0040 - CPE - Lansell Square - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0030 - CPE - Bateau -BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0020 - CPE - Salamander Bay - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
Cotuit - AMP0194 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Waratah_Energy_Supply_Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/04/2022
CleanPeak Energy MSA PO form 20210602 Final Executed	Purchase Order	Clean Peak Energy (CPE)	05/20/2021
CLEAN Powin - 20191028 - PEC BESA - PEC v.11 Final Tremont - 02192021 - Fully Executed	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021

CLEAN Powin - 20191028 - PEC BESA - PEC v.10 Final Rochester - 02192021 - Fully Executed (1)	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021
Chaparral Springs ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022
Chap Solar & Willow Springs LNTP - Fully Compiled and Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Chaparral Springs, LLC	05/27/2022
CEP0180 - Master Supply Agreement - MEPPi - Sarnia	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPi)	02/27/2019
CEP0100 - Master Supply Agreement - MEPPi - Windsor	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPi)	02/27/2019
CAR0040 - Candela Transoceanic shipping - Exhibit E	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021
Candela - Powin - BESA (Executed 11.17.2021) (1)	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021
Brandywine LNTP Amendment and Assignment [EXECUTED]	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC/ESI, Inc.	
Brandywine ESA [Execution Version + exhibits] (EXECUTED) (1)	ESA (Energy Storage Agreement)	ESI Inc.	12/05/2022
Black Mesa IPC BESA (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022
BESA - Adon & Powin	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017
BB2 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021
BB1 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021
AVEP LTSA - Fully Compiled (Executed)	LTSA (Long Term Service Agreement)	AVEP BESS, LLC	12/15/2022
AVEP LNTP - Fully Executed and Compiled	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	05/27/2022
AVEP Fifth Amendment to LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	08/05/2022
AVEP ESSA - EXECUTION VERSION (Fully Compiled, EXECUTED) - 12-21-2022_small	ESA (Energy Storage Agreement)	AVEP BESS, LLC	12/21/2022
Auto-Chen_Ltd_(Nir_David)_BESA_2021.05.12_EXECUTED (Commissioning LDs Weekly Edit) LD initialized 17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B) small	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B and Commissioning LDs Weekly Edit)17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021

Arrow Canyon Powin LTSA_Singed_wExhibit	LTSA (Long Term Service Agreement)	Arrow Canyon Solar, LLC	12/10/2021
Arrow Canyon - BESS Agreement (Fully Executed 06042021)	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	06/03/2021
AMR0170 Hampden Landfill Powin BESA (fully executed)	ESA (Energy Storage Agreement)	Hampden Landfill Solar LLC	05/11/2022
APE0010 Apex Sabal BESA-Centipede (Fully Executed)	ESA (Energy Storage Agreement)	Il Battery Storage US LLC (CAMERON WIND I, LLC)	05/13/2022
Angelo ESA (fully assembled and executed)_small	ESA (Energy Storage Agreement)	Angelo Storage, LLC	08/10/2022
AMRC OUC ESA (Fully Executed, Compiled)_small	ESA (Energy Storage Agreement)	Ameresco Inc.	11/23/2022
AMR0190-Kupono LNTP (Powin 04.22.22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Kupono Solar, LLC	04/22/2022
AMP0070 - Cronin - PO	Purchase Order	Amp Solar US Services LP	08/04/2020
AMP0070 - Cronin - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020
AMP0060 - Wallum - PO	Purchase Order	Amp Solar US Services LP	08/04/2020
AMP0060 - Wallum - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020
AMP0050 - Palmer - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Ware Palmer Road Solar, LLC	09/09/2020
AMP0050 - Ware Palmer - PO	Purchase Order	Amp Solar US Services LP	08/28/2020
AMP0020 - PO - Powin - Adams Road	Purchase Order	Amp Solar US Services LP	08/28/2020
AMP0020 - Adams Road - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	East Brookfield Adams Road Solar LLC	09/09/2020
AMP0000 - Amp - Master Service Agreement - 20200710	Master Supply Agreement	esVolta, LP	07/09/2020
Amendment_2_SPC_Garland_Prime_Contract_-_Final	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	04/25/2022
Leader - Powin - PO 20211213_approved__powin (LD Date Change 6.15.22)	Purchase Order	Leader Energy Storage Technology Co., Ltd	12/13/2021
20210811 - LNTP for TPE21001 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/04/2021
20210811 - LNTP for TPE20032 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/02/2021
20201231_Westar_-_Project_Contract_(final_exhibits_executed)	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	02/05/2021
20191028 - PEC BESA - Base v.9 Putah Creek Execution Copy 042221_fully signed	ESA (Energy Storage Agreement)	Putah Creek Solar Farms, LLC	04/22/2021
20190715 - Annex - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019
20190715 - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019

2021.12.30 Powin-Borrego MSA wForm BESA (Fully Executed)	Master Supply Agreement	Borrego Solar Systems Inc	12/30/2021
2021.11.09_LTSA_FINAL_Oak Hill 2_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2021.11.09_LTSA_FINAL_Oak Hill 1_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2021.11.09_LTSA_FINAL_Elmbrook_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2018.08.22 Stillwater- v13.3 - PEC Final (fully executed) (003)	Purchase Order	Stillwater Energy Storage, LLC	08/22/2018
2017.02.03 - Adon Powin - Battery Equipment Supply Agreement - EXECUTED	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017
EDF0040 - Big Beau 1 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021
DTE Powin LNTP Letter Agreement - Engineer (compiled, fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	07/18/2023
Dry Bridge Strata-Powin BESA (compiled, fully executed)	ESA (Energy Storage Agreement)	Strata Solar, LLC	02/02/2022
Desert Quartzite - Project Agreement (Executed)	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	12/06/2022
Desert Quartzite - NTP (Executed)-1	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Desert Quartzite, LLC	12/06/2022
MSA - Powin & TopBand - signed 07.21.2023	Master Service Agreement	Huizhou Topband Electrical Technology Co., LTD	
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India	
Exhibit_U_-_AKE0010_-_Ulinda Park_Tech_Escrow_Invoicing_Agreement_(Final) - executed	Technology Escrow Agreement	Ulinda Park ProjectCo Pty Ltd	07/21/2023
Sun Streams 3 - _Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Technology Escrow Agreement	Sun Streams PVS, LLC	07/20/2023
PNM Powin Rio Del Oro EPA (fully executed, compiled with exhibits)[203747]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023
PNM South Valley - LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023
20220814 - LNTP Letter Agreement - Lonestar (Powin CLEAN 12.21.22)(Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Lone Star Solar, LLC	12/21/2022
Lonestar LTSA (fully executed, compiled with exhibits)	LTSA (Long Term Service Agreement)	Lone Star Solar, LLC	05/01/2023
Hemingway Expansion LNTP (fully executed, fully compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/05/2023
Second Amended and Restated LNTP - Hemingway Expansion (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/25/2023
Akaysha - Ulinda Park - Powin - Energy Supply Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	06/26/2023
Akaysha - Ulinda Park - LTSA (fully executed, compiled)	LTSA (Long Term Service Agreement)	Ulinda Park ProjectCo Pty Ltd	06/28/2023

Li-Cycle Inc. - Services Agreement & Quote - signed 10.20.2022	Master Service Agreement	Li-Cycle Holdings Corp.	10/20/2022
06.10.2022 EVE - Powin MSA Amendment #2 - signed	Master Supply Agreement	EVE Asia Co. Limited	06/01/2022
Powin_CNTE_Purchase Framework Agreement- Fully Executed - 02.28.2022	Framework Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	02/28/2022
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India	
Amendment to MSA - Powin Energy (2)_Final	Master Service Agreement	RRC Power and Energy, LLC	01/26/2022
Powin & Heilind MSA - signed 08.29.2022 (Supplier of Amphenol Materials)	Master Supply Agreement	Heilind Asia Pacific (HK) Ltd.	08/29/2022
Formosa Supply Agreement redv4 20201029	Master Supply Agreement	Formosa Electronic Industries, Inc.	
Energy Storage Response Group, LLC_Powin_MSA (SOW 1 & 2)_2021.06.21_Executed	Master Service Agreement	Energy Storage Response Group LLC	06/21/2021
Powin & Envision AESC US MSA - signed 07.28.2022	Master Supply Agreement	Envision AESC US LLC	07/18/2022
Powin - REPT - MOU - Fully Executed 04.21.2022	Memorandum of Understanding	REPT BATTERO Energy Co., LTD	06/01/2024
Powin - ACE Battery PFA - signed 03.15.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/15/2023
Powin - iBase Solutions PFA - signed 05.16.2023	Framework Agreement	iBase Solution Co., Ltd.	05/16/2023
20191031 - iBase fully executed	Master Supply Agreement	iBase Gaming Inc.	10/31/2019
Powin & CIMC MSA - signed 03.07.2023	Master Service Agreement	Qingdao CIMC container manufacture CO. LTD	03/01/2023
REPT Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Ruipu Energy Co., LTD (REPT)	06/29/2021
Powin - Myst AI Form Agreement and Order Form_FINAL_2022.10.07.docx	Purchase Order	Myst AI, Inc.	10/07/2022
Powin_Bluewater Battery Solutions_Services Agreement - FINAL - signed 12.09.2022	Master Service Agreement	Bluewater Battery Logistic, LLC	12/09/2022
EVE-Powin-iBase 3-Party MSA 03.17.2021	Master Supply Agreement	EVE Asia Co. Limited	09/30/2021
Huizhou Topband Electrical Technology Purchase Framework Agreement	Framework Agreement	Huizhou Topband Electrical Technology Co., Ltd.	12/29/2021
Powin & J-Tech MSA - signed 12.30.2022	Master Supply Agreement	China J-Tech Precision Machinery Group Limited	
AESC Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	07/07/2021
Amendment to EVE-Powin-Finway 3-Party MSA - Performance Only - 12.16.2021 (1)	Master Supply Agreement	EVE Asia Co. Limited	11/22/2021
Powin - SMA MSA 2022.08.22 clean Final with Exhibits part excec 08.23.22	Master Supply Agreement	SMA Solar Technology America LLC	08/19/2022
Powin - Hithium PFA - signed- 05.18.2023	Framework Agreement	Hithium (Xiamen Hithium Energy Storage Technology Co., Ltd.)	05/18/2023
Powin - REPT MSA - FINAL with Exhibits - signed 12.13.2022	Master Supply Agreement	REPT BATTERO Energy Co., LTD	12/06/2022
Amendment 3 to MSA between Powin and EVE - signed 11.21.2022	Master Supply Agreement	EVE Power Hong Kong Co., Limited	10/31/2022
Formosa MOU	Memorandum of Understanding	Formosa Electronic Industries, Inc.	
Powin G Battery PFA FINAL - signed 04.24.2023	Framework Agreement	Xuzhou G Battery International Trade Co., Ltd.	04/24/2023

CATL & Powin Cell MSA - 01.23.2019	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	06/30/2022
Intertek_Powin MSA 7.21.21_EXECUTED (4)	Master Service Agreement	Intertek Testing Services NA, Inc.	07/21/2021
Powin - Formosa Electric Industries PFA - Executed 03.23.2023	Framework Agreement	Formosa Electronic Industries, Inc.	03/22/2023
Powin EPSOFT Service Agreement - signed 06.03.2022	Master Service Agreement	EPSOFT	06/03/2022
Powin & Ace Engineering MSA - EXECUTED - 12.12.2022	Master Supply Agreement	ACE Engineering & Co Ltd	12/12/2022
Powin - SMA MSA - clean FINAL EXECUTED v2 12232020	Master Supply Agreement	SMA Solar Technology America LLC	01/01/2021
2022-2023 Annual Purchase Agreement_2021.05.17_EXECUTED (3)	Purchasing Agreement	Contemporary Amperex Technology Co. Limited (CATL)	
EVE Cell PG and Warranty Term Amendment - 01.05.2023	Master Supply Agreement	EVE Asia Co. Limited	
Powin-CATL-MSA Amendment #1 - signed 20220214	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	
Master Supply Agreement_GTI_9-6-2022 Executed	Master Supply Agreement	GTI Fabrication	09/05/2022
MSA - Powin & C3Controls - signed 04.03.2023	Master Supply Agreement	Control Concepts Corporation dba c3controls	04/01/2023
Dynapower - Powin - MSA - 12-15-2020 - Countersigned	Master Supply Agreement	Dynapower Company, LLC	10/01/2020
Powin - Envision AESC - MOU FINAL - Fully Executed - 02.17.2022	Memorandum of Understanding	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	
Powin & CIMC-Powin JV MSA - 04.27.2023	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., LTD	04/23/2023
Jabil Powin - MSA Amendment 1 - signed 04.10.2023	Master Supply Agreement	Jabil Inc.	02/13/2023
Powin & Celestica MSA - EXECUTED - 04.26.2023	Master Supply Agreement	Celestica LLC	03/06/2023
Powin - Desay Battery PFA - signed 03.26.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	
Powin & CNTE MSA -Fully Executed - 04.20.2022	Master Supply Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	
Powin & SGS Service Agreement_FINAL - 03.14.2022	Master Service Agreement	SGS North America Inc.	03/14/2022
Powin & SIBA Fuse MSA - signed 10.10.2022	Master Supply Agreement	SIBA, LLC	10/10/2022
EVE-Powin-Finway 3-Party MSA 12.16.2020	Master Supply Agreement	EVE Asia Co. Limited	
Li-Cycle Inc. - Services Agreement Quote 12022022 - 2nd pickup - signed 12.07.2022	Master Service Agreement	Li-Cycle Holdings Corp.	12/07/2022
Powin - Jabil MSA - FINAL - 06.20.2022	Master Supply Agreement	Jabil Inc.	06/07/2022

(d) The following Intellectual Property that was deposited into escrow:

Repository	Where is it used?	Definition	Notes
ansible-cloud-deploy	DevOps	The tool used to deploy cloud servers to AWS.	
argocd-app-of-apps	Cloud	Used by the war and deployed to the cloud	
bergstrom-fw-updater	OnPremises	Updates the firmware on Bergstrom hvacs	
ccui-regression	QA	Automated regression test suite for CommandCenter	
cloud-regression	QA	Automated regression test suite for cloud components	
cloud-shared	Cloud	A grouping of libraries (parent-pom) used by different cloud applications.	Includes projects: goblin, powinaws, powinredis, powinwebappbase
coblynau	Cloud	Coblynau is the single point of contact for sites to register, report their data and retrieve commands and firmware updates. Requests to Coblynau are routed to other destinations for processing and/or storage.	
coblynau1	Cloud	Gen1 version of Coblynau.	Mostly Archived. Gen1 stations only.
coblynadb	Cloud	Used by the war and deployed to the cloud	
commandcenter	Cloud	The React presentation and control layer in the cloud designed to replace Kobold.	
commandpusher	Developer Tools	A tool to simulate a command being sent from the cloud to on-premises system. It is used to test the on-premises system in place of running a cloud environment.	
data-api	Cloud	An attempt to replace Kobold with a single responsibility DataApi. (incomplete)	
devops-tools	DevOps Tools	A collection of scripts and configuration files used by DevOps	
devtools-git	Developer Tools	A collection of scripts used to manage local git pointers.	
dockerfiles-devops	DevOps Tools	Repo for building containerized environments	
dockerstack	Archived	Old version of site compose	
dragon	OnPremises	The EMS library that turtle uses.	
ekssim	Developer Tools	Simulator for the EKS PCS	
em	OnPremises	Environmental Manager (also referred to as Feather) is for Centipede and newer systems only. It is the software that controls the HVAC and sensor systems on individual stacks. Communicates with the LocalManager or Turtle.	

enclosure-controller-simulator	Pod	Java app to emulate the Pod interface	
environmentmanager-test	QA	Service level tests for environment manager (feather)	
everestmocksdriver	Pod	Drives momotaro based mocks	
featherconfigurator	Developer Tools	Part of the *Configurator series. It contains configuration files for the EM (or Feather)	
feature-flow-client	Incomplete	Java app installed by pipelines-shared repo to perform certain logic	
fey	OnPremises & Cloud	A library used by most systems. It contains standardized device identification keys.	
firstresponderui	OnPremises	Deployed on an HMI on the site. It's sole purpose is to give emergency first responders an idea of what's going wrong, as well as physically where.	
fw_sys_bin_arena	Firmware	Firmware build scripts, including scripts to add footer for cloud deployment	
fw_sys_bin_stack140g2	Firmware		
fw_sys_bin_stack225_230_360	Firmware		
fw_sys_bin_stack750_800	Firmware		
fw_sys_bin_with_footer	Firmware		
fw_sys_common_lcd_f030	Firmware	Source code for LCD used in Stack230P, Stack 360, Stack 750, and Stack 800	
fw_sys_common_lcd_f030_bootloader	Firmware		
fw_sys_common_lcd_f303	Firmware		
fw_sys_common_lcd_f303_bootloader	Firmware		
fw_sys_docs	Firmware	Firmware documentation about recertification, build instructions, and embedded software team design conventions and rules.	
fw_sys_gen1p0_bmc	Firmware	Firmware source code for gen1 (Stack 140gen1) battery monitor controller	
fw_sys_gen1p0_bmc_burner	Firmware		
fw_sys_gen1p0_bpc	Firmware	Firmware source code for gen1 (Stack 140gen1) battery pack controller (including bootloader)	
fw_sys_gen1p0_bpc_bootloader	Firmware		
fw_sys_gen1p0_relay_and_bootloader	Firmware	Firmware source code for gen1 (Stack 140gen1) string relay board (including bootloader)	
fw_sys_gen1p0_sc_and_bootloader	Firmware	Firmware source code for gen1 (Stack 140gen1) string controller (including bootloader)	
fw_sys_gen2p0_bpc	Firmware		

fw_sys_gen2p0_bpc_bootloader	Firmware	Firmware source code for gen2.0 (Stack 140gen2) battery pack controller (including bootloader)	
fw_sys_gen2p0_cgc	Firmware	Firmware source code for gen2.0 (Stack 140gen2) cell group controller (including bootloader)	
fw_sys_gen2p0_cgc_bootloader	Firmware		
fw_sys_gen2p0_sc	Firmware	Firmware source code for gen2.0 (Stack 140gen2) string controller (including bootloader)	
fw_sys_gen2p0_sc_bootloader	Firmware		
fw_sys_gen2p2_bpc	Firmware	Firmware source code for gen2.2 (Stack 225, Stack 230E, Stack 230P) battery pack controller (including bootloader, bootloader is also for gen2.3 Stack 360 battery pack controller)	
fw_sys_gen2p2_bpc_bootloader	Firmware		
fw_sys_gen2p2_sc	Firmware	Firmware source code for gen2.2 (Stack 225, Stack 230E, Stack 230P) string controller (including bootloader)	
fw_sys_gen2p2_sc_bootloader	Firmware		
fw_sys_gen2p3_bpc	Firmware	Firmware source code for gen2.3 (Stack 360) battery pack controller (bootloader uses fw_sys_gen2p2_bpc_bootloader)	
fw_sys_gen2p3_sc	Firmware	Firmware source code for gen2.3 (Stack 360) string controller (including bootloader), points to gen2.2 project files	
fw_sys_gen2p3_sc_bootloader	Firmware		
fw_sys_gen3_bpc	Firmware	Firmware source code for gen3.0 (Stack 750, Stack 800) battery pack controller (including bootloader)	
fw_sys_gen3_bpc_bootloader	Firmware		
fw_sys_gen3_sc	Firmware	Firmware source code for gen3.0 (Stack 750, Stack 800) string controller (including bootloader)	
fw_sys_gen3_sc_bootloader	Firmware		
fwt_factorytester_pcsoftware	Firmware	Source code for Field Service and Factory "FactoryTester" CAN tool, written in C# with Visual Studio	
fwt_build_tools	Firmware	Installers and executables for firmware IDEs and srecord tool used when developing and building firmware.	
gatekeeper	OnPremises & Cloud	Cloud endpoint deployed onprem	
goblin	Cloud	A Library used by cloud-services to enqueue and dequeue messages. Moved to the `cloud-shared` repository.	
hatchery	OnPremises	A service to expediate the commissioning of a site. It sets up the network, designating the proper addresses to devices. Configure Moa IKS switches and set IP addresses of Environment Controllers	
hatcherycli	OnPremises	Specific to the Waratah Super Battery - A service to expediate the commissioning of a site. It sets up the network, designating the proper addresses to devices.	
hector	Developer Tools	A Skeleton project for anything with a web interface	

jinmao	Developer Tools	End of line testing code	
kafkamanager	Cloud	Used by the war and deployed to the cloud	
knocker	Cloud	ETL that takes standard reports (aka site reports or block reports) from Redis and loads them into Redshift.	
knocker1	Cloud	Gen1 version of Knocker.	Mostly Archived. Gen1 stations only.
kobold	Cloud	The original Presentation, and Control layer. It also took on the role of DataApi to serve Command Center (and any customer "programmatic users").	
kobold1	Cloud	Gen1 version of Kobold.	Mostly Archived. Gen1 stations only.
Lab-Tools	QA	Scripts for running/deploying dockerized apps in the lab	
lishu	OnPremises & Cloud	A service to produce reports that are saved in S3 (archived?)	
lishutongue	OnPremises & Cloud	The protobuf conversion files for compressing/decompressing lishu reports	
lishutonguejava	OnPremises & Cloud	The java code generated from the LishuTongue protobuf files.	
Imconfigurator	Developer Tools	Part of the *Configurator series. It contains the different configuration files for LocalManager.	
localmanager	OnPremises	Local manager source code (StackOS3 equivalent of Turtle)	
localmanager-test	QA	Service level tests for localmanager	
modbusecho	Developer Tools	The Modbus Echo is a project to scan holding and input registers from a TCP Modbus server and save the results to a .json file	
modbusechoui	Developer Tools	A React interface to interact with the modbus echo project.	
modbusforfourba	OnPremises	Modbus for dragon, phoenix, quilin, turtle	
modbusregistercalculator	Developer Tools	Tool to convert complex data types stored in modbus	
momotaro	Developer Tools	The purpose of this simulation tool is to provide both developers and QA with tools for mocking data on modbus servers in order to supply a flexible and customizable "device simulation tool". This tool will not contain any device-logic but allow users to implement through small scripts, or simple endpoint commands the behavior they would like to test or emulate.	
momotaro-dev-client	Incomplete	Not needed	An Empty Repo. This was going to be a prototype.
moth	Cloud	Bidding service for CAISO energy market	

okiku	OnPremises	The "SOX" library. Covers State Of Health, State Of Charge, State of HeadRoom	
onprem2	OnPremises	A attempt to consolidate all of the StackOS2 libraries into one parent-pom style project. Replacement for Turtle (StackOS2).	Still has some questionable functionality.
onprem2-development	Incomplete	Not needed	
onpremenvironmentautomation	Incomplete	Not needed	
phoenix	OnPremises	The BMS library that Turtle uses.	
phoenixtongue	OnPremises	The protobuf conversion files for compressing/decompressing all on premises reports.	
phoenixtonguecsharp	Archived	The C# code generated from the PhoenixTongue Protobuf files.	
phoenixtonguejava	OnPremises	The java code generated from the PhoenixTongue protobuf files.	
pipelines-shared	Incomplete	Used to build new artifacts for onprem as part of the new branch strategy	
pop	Cloud	POP's core is an optimization that takes inputs (forecasts) and maps them to a plan about how to operate a BESS system. This optimization is run in a feedback loop called Model Predictive Control which allows the system to respond in real-time to changes in forecasts.	
powin-core	OnPremises	A grouping of libraries (parent-pom) used by different OnPrem applications.	Includes projects: fey, goblin, lishu, lishutonguejava, modbusforfourba, okiku, phoenixtongue, phoenixtonguejava, powinaws, powinredis, powintestsupport, powinwebappbase, sunspecdefinitionsjava, toolsurlbuilder, wu
powin-shared	OnPremises & Cloud	A grouping of libraries (parent-pom) used by different OnPrem and cloud applications.	Includes projects: fey, phoenixtongue, phoenixtonguejava, powintestsupport, wu
powinaws	Cloud	Used by the war and deployed to the cloud	
powinredis	OnPremises	Helper code to talk to redis	
powintestsupport	Archived	Archived	
powinwebappbase	Cloud	Used by the war and deployed to the cloud	
primrose	Cloud	The in-house authentication and authorization application.	
primrose1	Cloud	Gen1 version of Primrose	Mostly Archived. Gen1 stations only.
primroseclient	Cloud	Authorization library used by primrose	

primrosetongue	Cloud	Login authentication Protobuf	
primrosetonguejava	Cloud	Java generated code from PrimroseTongue	
primrosewebclient	Cloud	Used by the war and deployed to the cloud	
product-documentation	Documentation	Documentation of some Features, architecture, devops and simulator. It is incomplete	
puck	Cloud	AWE Messaging and routing, Gen1	
puckapi	Cloud	AWE Messaging and routing, Gen1	
puckui	Cloud	AWE Messaging and routing, Gen1	
qa-automated-regression	QA	Automated tests for 2.x deployments	
qa-test-cases	QA	Contains exported manual test cases from Test Rail	
qilin	OnPremises	Library for interacting with the file system, also provides wrapper layers.	
repo-llama-docmaker	Developer Tools	AI document generator for the repos	
report-consumer-service	Cloud	Pulls reports from Kafka to influx db	
reportpusher	Developer Tools	Emulates the reporting functionality of a tortuga-style local controller.	Tortuga was the original split from StackOS2 -> StackOS3. It became LocalManager. Possibly archived?
samljxb	Developer Tools	Oauth connector that is not used	
servicetools	OnPremises & Cloud	Utility functions for commissioning/operations	
sim-site-config	Developer Tools	The configuration of the docker files for site-compose.	
simstationgenerator	Pod	Generate dynamic Pod config/compose files	
site-compose	QA	This repository contains Docker configurations for simulating complete energy storage sites and cloud services locally	
site-init	Developer Tools	Scripts for initializing some devices	
site-report-pusher	Developer Tools	This tool is for developers, QA, QA Automation, other types of nerds and/or protobuf enthusiasts. It can be used to simulate sending standard block reports and standard notification reports to any coblynau service (locally or in the cloud).	
sitecontroller	OnPremises	Site controller source code	
sitemanager	OnPremises	As of 10/31/2024 it can be used to simulate sending standard block reports and standard notification reports to any coblynau service (locally or in the cloud).	

sitemanager-test	QA	Service level tests for SiteManager	
sitereportecho	Developer Tools	Captures sitelevel reports and allows for reply	
spark-hudi	Archived	Deprecated	
stack-sim-regression	QA	Automation framework for running regression against StackOS2 and 3	
stackos2configurator	Developer Tools	Part of the *Configurator series. It contains configuration for the Turtle (StackOS2).	There was an intended name switch from Turtle to StackOS2, there maybe some updates to turtleconfigurator that didn't happen here. We only need one of the two.
stacksimulator	Developer Tools	Java app emulates string controller interface and PCS interface	
stringprotocol	Developer Tools	Data format between string controller and other hardware	
stringpusher	Developer Tools	Push arbitrary data to local manager as if it was coming from the string controller	
sunspec-model134-simulator	Developer Tools	Sunspec simulator	
sunspecdefinitions	Developer Tools	Modbus map definitions	Should compare with stackos2configurator/turtleconfigurator projects to ensure parity
sunspecdefinitionsjava	Developer Tools	Java generated code for modbus map definitions	
sunspectests	Developer Tools	Sunspec automation	
swtools	Developer Tools	Scripts to support release management in Jira	
terraform-aws-infra	DevOps	Cloud infrastructure as code	
terraform-aws-infra-modules	DevOps	Cloud infrastructure as code modules	
toolsurlbuilder	Developer Tools	A library inside of Turtle (StackOS2) that helps build urls to tools endpoints to simulate/test.	
turtle	OnPremises	This is the heart of StackOS2. Turtle is a shell that is constituted of either a Dragon, a Phoenix, or Both. It serves as a communication gateway between various components of the Powin Energy Storage System. It facilitates message routing between Dragon (EMS), Phoenix (BMS), Feather (environmental controller), and Coblynau (cloud service). Turtle also provides diagnostic tools, firmware management, and failover capabilities to ensure reliable system operation.	

turtleconfigurator	Developer Tools	Part of the *Configurator series. It contains configuration for the Turtle (StackOS2).	There was an intended name switch from Turtle to StackOS2, there maybe some updates to stackos2configurator that didn't happen here. We only need one of the two.
wu	OnPremises	A toggle service library to be able to choose paths in the code.	

Schedule 3.8

LITIGATION

PARTIES	JURISDICTION	CLAIM	STATUS
301 Tariff Protest	Court of International Trade	Customs Designation/Import Designation	<p>Powin is contesting the HTS Code designation by U.S. Customs and Border Protection (“CBP”) of the country of origin of the Section 301 duties applied to Stacks imported by Powin designated as China because allegedly no substantial transformation occurred in Taiwan for 2020 and 2021 imports. In addition, Powin is seeking a ruling that substantial transformation of its Centipede occurred, changing its Section 301 duties.</p> <p>In addition, Powin still has potential exposure for five years from the import date under theories of fraud, gross negligence (40% penalty) or negligence (20% penalty) in addition to the current per entry penalty (currently \$28k on 209 entries).</p> <p>The total importation amount/value is \$86.5M.</p>
Airways Services, LLC (Takkion) vs. Powin, LLC and Brian Kane	Texas (239th District Court) Cause No. 129700-CV	Contract Dispute	<p>Powin received a Citation for a case filed on 7/30/2024. The dispute arises from a 1/20/22 agreement under the KCE TX 23 Project in Texas. Airway was to provide technical, maintenance and installation services for the project. Airways seeks \$349,431.25 for work performed from April to September 2022.</p> <p>Blank Rome, Houston (Mike Bell and Greg Moore) have been assigned 8/26/24. They have instructions to file timely response. 04/25/25: Settlement negotiations are ongoing.</p> <p>Parties entered into a walk-away, no cost settlement on 6/9/25. RESOLVED</p>
Ameresco, Inc. and Kupono Solar, LLC	Superior Court of the State of Delaware Case No. N24C-04-012 VLM		<p>Complaint was filed on 4/3/2024 where Kupono seeks the return of a \$16,683,457.35 deposit that was paid pursuant to an LNTP dated 4/22/2022, as well as a \$10M dollar deposit under a Framework Term Sheet dated 4/29/2022. Ameresco seeks to recover the deposit under the LNTP dated 4/22/2022 (\$11,385,695.50 or the original \$16,683,457.35). Ameresco also seeks to terminate the Term Sheet, dated 4/29/2022 and recover the \$10M deposit paid thereunder. The LNTP was non-refundable, subject only to Powin's bad faith and the Term Sheet provides that Powin retains any uncredited amounts. Both parties are subject to LD's under the Term Sheet for volume failures, unless unable to agree to BESA terms after good faith negotiations.</p>

C3 Controls	American Arbitration Association	Contract Dispute	Demand Letter dated 3/27/2025 demanding \$3,993,456.80 by 4/10/2025. Claim arises from Minimum Volume commitment, for which Powin purchased approximately 18%. Powin negotiated a settlement for \$500k, but did not pay as per the schedule. 04/25/25: Request for extension granted, and response is due June 6, 2025
CATL	Hong Kong International Arbitration Center		<p>CATL Issued a notice letter of demand for payment dated 12/9/23 (from Baker McKenzie Hong Kong). 8/2/2024 Notice of Arbitration was filed against Powin, LLC and Yangzhou Finway Energy Tech CO., LTD. CATL is seeking RMB37,664,256 (USD\$5.29M) from Powin and Finway and RMB1,497,690.88 (USD\$211k), RMB20,256,687.36 (USD\$2.847M) and RMB31,418,266.88 (USD\$4.42M) from Powin Only. In addition CATL seeks RMB216,877,243.64 (USD\$29.6M for a June 6, 2023 Order) along with RMB2,953,119.16 (USD\$402.7K in LDS for late payment). Total USD\$44M. Powin initial advance pay/deposit (USD\$6.7M)</p> <p>12.17.24 CATL filed Petition for Provisional Measures in Aid of Arbitration in Washington County Circuit Court, requests that the court enter an order for issuance of provisional process and a writ of attachment against Powin's Oregon-based assets, including, but not limited to, the battery cells supplied by CATL and Powin's other tangible property and real property located at 20550 SW 115th Ave., Tualatin, Oregon and 2035 NW Front Ave, Ste #600, Portland, OR 97209, as may be necessary and sufficient to satisfy Petitioner's demand in the sum of not less than \$44,306,992.38, and grant such other and further relief as the Court deems just and proper. Powin physical inventory in Oregon is approximately \$2M. Hearing is scheduled for January 27, 2025.</p>
Enel Produzione S.p.A	COURT OF ROME Sec. X - Dr Gaetano RG n. 35416/2022	Breach of Supply and Services Contract	<p>Action brought in the Court of Rome Italy 4/7/2022. Powin claims Enel owes €784,456.82 under the contract. Enel counters that Powin owed damages for Lost Profit, Loss of Value, Extra Costs and LDs (approximately €2M total). 8/2/2022 Powin proposed settlement, whereby Enel would pay the amounts outstanding in exchange for the lesser of \$1M or 5% credit on another project. Enel declined to submit a counter proposal (12/30/2022). Court of Rome has set hearing for continuation and joining the two pending judgments on 6/21/2023. Hearing on 6/21/2023, court joined two proceedings. Brief due 10/10/2023 and evidentiary requests due 11/11/2023 and reply briefs due 12/2/2023. The next hearing is scheduled for 4/3/2024.</p> <p>Powin and Enel filed briefs. Due by 11/3/2023: response to the reconstruction of facts; list of</p>

			witnesses from Powin; technical questions we want the court-appointed consultant to answer to confirm our defense strategy.
Honeywell/Saturn Power	American Arbitration Association		<p>Notice of Arbitration issued by Honeywell to Powin dated April 2, 2024. On September 29, 2023, Saturn Power filed a statement of claim in arbitration with the American Arbitration Association (“AAA”) in New York, New York against Honeywell and Powin. That arbitration was assigned Case Number 01-23-0004-3145. Saturn Power seeks recovery arising from two alleged incidents occurred in which the fire suppression system (“FSS”) was triggered. The first incident allegedly occurred on September 30, 2021, when a raccoon gained entry to Container 1 of the BESS. The second incident allegedly occurred on August 18, 2022, when a fire in Container 2 of the BESS triggered the FSS. This allegedly caused damage to other various Saturn property as well. Saturn Power asserts that it is entitled to damages from Honeywell and Powin totaling at least \$2,514,100. Honeywell is filing an arbitration against Powin in an effort to join the two abirritations.</p> <p>4.30.2025 Settlement between the parties, agreed in principle at \$425k. Powin Insurer \$400k and Powin's contribution \$25k, payment due within 60 days.</p> <p>6.10.2025: Settlement Agreement between Saturn Power, Powin and Honeywell signed with effective Date - 05.23.2025</p>
Jan Jacobson	Circuit Court of the State of Oregon for the County of Multnomah	Breach of Contract	On 5/3/2024 Mr. Jacobson filed a complaint alleging breach of contract by Powin Energy Corporation for failing to value his equity shares at the same value as a Moss Adams report (\$1.93M) and another claim against Powin, LLC for failing to pay him Commissions under certain Framework Agreements under the 2019 Commission Plan (\$5.04M).
Lucas Lennick	Oregon Circuit Court Multnomah County (23CV32677)	Wrongful Termination/Harassment/Discrimination	Complaint dated 8/11/23 alleging (1) gender-based claims: harassment/hostile work environment, discrimination, retaliation for opposing/reporting the same, and various defendants aiding & abetting the same; (2) Oregon sick leave violations; (3) wrongful termination. Damages pleaded are “no more than \$1.75 million” (\$500k emotional distress/noneconomic damages, and \$750k lost wages/economic damages, offset for taxes, attorney fees and costs, prejudgment interest). Trial,

			<p>date certain has been set for 3/3/2025 and MSJ deadline is 1/2/2025.</p> <p>This matter was resolved through settlement and dismissed with prejudice on 4/15/2025.</p> <p>RESOLVED</p>
Mitsubishi	Arbitration (Notice Only)	Dispute over Liquidated Damages	<p>On 9/28/2023, Powin issued notice to initiate dispute resolution under the Supply Agreements for Texas 11, 12 and 23 against Mitsubishi Power Americas Inc. Mitsubishi is also withholding payments related to the Big Beau project (\$4,679,285 + ~\$700,000 in interest). With regards to TX 11, 12, & 23, Mitsubishi is seeking \$14M in Liquidated Damages and Powin is seeking \$9M payments.</p>
Prevalon/Hecate Energy Johanna Facility/Mistubishi vs. Powin	Arbitration Case Number 01-24-0008-1077	Breach of LTSA	<p>Notice of Arbitration issued on 10/7/24 with the American Arbitration Association, alleging that Powin failed and refused to provide all planned and unplanned maintenance to all Facility systems and components. That the Facility has not achieved all availability and capacity performance guarantees set forth in the Powin LTSA. Demand at the time of filing alleges \$1.4M in damages. Arbitration currently stayed while the parties work on a commercial solution.</p>
STEM	Arbitration (Demand)	Breach of various agreements, including LNTP, MSA, LTSA and certain purchase orders	<p>Notice of Dispute Resolution issued on 12/23/2024, under First Amended and Restate Master Supply Agreement for Purchase and Sale of Energy Storage Equipment between Powin, LLC ("Powin") and Stem, Inc. ("Stem," together with Powin, the "Parties"), dated September 14, 2022 ("MSA").</p> <p>In all, STEM seeks approximately \$23.5M (\$5.3M LDs; Late Cancellation refund (\$4.8M; Deposit return (\$3.4M) and Pricing Clawback (\$10.1M)), alleging that Powin failed to pay Delivery Delay Damages and Commissioning Delay Damages, perform Section 13.1 obligations (ongoing maintenance and support under LCW and LTSA), failure to reallocate Tangerine deposit, failure to refund PO 12282; 12283; 112284; 12285 and 12286; breach obligation to accept purchase orders and deliver products at quoted LNTP prices (March 3, 2022)</p>
The Sleeper Group	Small Claims Maine Judicial Branch	Breach of Contract	<p>Alleges unpaid invoices for onboarding videos and seeks amount of \$4,982.98.</p>

UQI Storage	Qingdao Maritime Court (2023) 72 Litigation Qianqian No. 417	Claim for Demurrage Charges	<p>5/10/2023, action brought in China. Enclosures for APS Foothills contracted by Bill of Ladings for delivery from Port of Loading in Qingdao, China to a specific address in the US. First arriving in Vancouver, Canada in December 2021 through February 27, 2022. UQI claims unspecified ancillary charges ("detention" charges in Canada where cargo was being held due to lack of action by UQI), estimated at \$641k in demurrage charges.</p> <p>Hearing scheduled for 9/13/2023. Defense to be submitted on or before the hearing.</p> <p>Dajinhui applied (5.22.24) to freeze RMB 4.4M of Powin Qingdao arising from relief order dated 7.13.23</p> <p>12.18.24, Judge informed counsel that she confirmed that a contractual relationship existed between Dajinhui and Powin, but rejected the claims made by Dajinhui against Powin because they failed to prove the amount of the additional costs incurred by Danjinhui. Civil Judgment delivered on 12.19.24 in favor of Powin.</p> <p>UQI's appeal was received on 1.13.25. Powin's response is due by 2.21.25. Trial scheduled for 4.15.25. During the appeal hearing, Dajinhui did not raise any new points. Post-hearing opinions were submitted on 4.22.25.</p>
Wilson Fire Equipment & Service Co., Inc.	District Court of Hidalgo County, Texas (C-2198-25-I)	Breach of Contract - Unpaid Invoices	<p>5/14/25: Served with complaint for damages for \$130,786.89 plus interest and attorney's fees.</p> <p>5/15/25: Blank Rome contacted to assist. They will seek an extension for filing answer and run conflicts if needed. Current deadline is 06/09/25.</p> <p>5/16/25: Email from BR - Request to plaintiff counsel sent. This would extend to 6/30/25. Waiting to hear back. In the meantime, need to develop strategy (i.e. whether to defend or pay). If we're going to defend, need to retain BR so they can run conflicts.</p>
The Environment Agency (UK)	United Kingdom	Enforcement notice for failure to submit 2024 F-Gas verification document as required under the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015 No.310) and EU Regulation No 517/2014, Articles 14(2) and 19(5). (the "Environment Agency Enforcement Notice")	<p>Enforcement notice issued to Powin LLC July 4, 2025; corrective action required by August 1, 2025; failure to comply with the requirements of the Enforcement Notice may result in a civil penalty up to £200,000.No penalty was assessed as of disclosure date. The Environmental Agency listed the following as the next steps to be taken:</p> <p>"Ensure that the 2024 Activity Report submitted by Powin LLC is verified by an independent auditor who is duly accredited to verify financial statements in accordance with Article 14(2) EU Reg 2014/517 as amended. Submit such verification document to the EA by means of the following email address: f-gassupport@environment-agency.gov.uk."</p>

Class action adversary proceeding complaint for violation of WARN Act 29, U.S.C. § 2101, ET SEQ., filed on June 12, 2025, styled B. Palomino v. Powin, LLC, et al., Adversary Proceeding No. 25-01249-MBK, pending in the United States Bankruptcy Court, District of New Jersey (Trenton).

Schedule 3.10(b)

LEASED REAL PROPERTY AND LEASES

(i) LEASED REAL PROPERTY

- a. Ampere Company, LLC - Powin, LLC - Sublease Field Office West
 - i. 2035 Front Ave., Portland, Oregon 97209
- b. 3U Millikan LLC – Powin Energy – PPA Grand Johanna
 - i. 16902 Millikan Avenue, Irvine, CA 92606
- c. Madison-OFC Brickell FL LLC – Powin Energy Operating LLC - ACRE Management -
 - i. Brickell City Tower, Miami, FL: 80 SW 8th Street, Suite 2600, Miami, Florida 33130
- d. Field Office Property LLC - Powin, LLC - Office Lease
 - i. 2035 NW Front Avenue, Portland, Oregon (19,807 rentable sq. ft. in the building)
- e. Madrid Office - Networkia - Powin LLC - Cuzco Spain
 - i. Poeta Joan Maragall 23, 28020 Madrid, Spain (Offices No. 17, 18, 19 in the Center of Cuzco)
- f. Melbourne Office – Collective 100 - Powin Australia Pty Ltd - Membership Agreement
 - i. Level 2, 100 Cubitt Street, Cremorne VIC 3121, Australia
- g. Fora - Powin UK Ltd - Virtual Office
 - i. 3 Lloyd's Avenue, London, EC3N 3DS, United Kingdom
- h. Portland Office - NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease
 - i. The Machine Works Building: 1414 NW Northrup Street, Portland, Oregon 97209
- i. Mesa Warehouse - HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse
 - i. 7524 East Warner Road, Mesa, Arizona 85212
- j. Tualatin Office - Lu Pacific Properties - Powin Energy Corporation
 - i. 20550 SW 115th Ave., Tualatin, Oregon 97062, USA
- k. Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy
- l. No. 6 Shanhe Road, Provincial High-tech Industrial Development Zone, Jimo City, Qingdao, China
- m. Qingdao Office Lease Contract - 1
 - i. Room D, E, I, F, G, H, Floor 18, Mong Kok Building, No. 73 Hong Kong Middle Road, Shinan District, Qingdao City, Shandong Province, China
- n. Qingdao Office Lease Contract-2.pdf
 - i. Room A, B, C, J, K, L, Floor 18, Mong Kok Building, No. 73 Hong Kong Middle Road, Shinan District, Qingdao City, Shandong Province, China
- o. Powin Taiwan Lease Agreement.pdf
 - i. Room 2D, Floor 10, No. 500, Yanping Road, Zhongli District, Taoyuan City, Taiwan

(ii) REAL PROPERTY LEASES

File	Contract Type	Counterparty Name	Contract/Document Effective Date
3U Millikan LLC - Powin - Lease agreement California - 2016	Lease Agreement	3U Millikan LLC	10/12/2016
ACRE Management - Powin Energy Operating LLC - Commercial Sublease Agreement - 05.16.2025	Lease Agreement	ACRE Management	05/16/2025
Ampere Company, LLC - Powin, LLC - Sublease Field Office - 11.01.2021	Lease Agreement	Ampere Computing LLC	11/01/2021
Field Office Property LLC - Powin, LLC - Office Lease - 01.01.2024	Lease Agreement	Field Office Property, LLC	01/01/2024
Fora - Powin UK Ltd - Virtual Office - 1.18.2024	Lease Agreement	Esselco Services LLP (Fora)	01/18/2024
Joseph Lu - Powin LLC Qingdao Office - Qingdao Office Lease Contract- 10.01.2023	Lease Agreement	Joseph Lu	10/01/2023
Madrid Office_Networkia - Powin - ANNEX to the Service Agreement - change of party - 04.01.2024	Lease Agreement	Networkia Cuzko, S.L.	04/01/2024
Madrid Office_Networkia - Powin LLC - Annex to Office Agreement Cuzco Spain - 02.15.2024	Lease Agreement	Networkia Cuzko, S.L.	02/15/2024
Madrid Office_Networkia - Powin LLC - Office Agreement Cuzco Spain - 03.24.2023	Lease Agreement	Networkia Cuzko, S.L.	03/24/2023
Melbourne Office_Collective 100 - Powin Australia Pty Ltd - Membership Agreement - 07.27.2023	Lease Agreement	Collective 100	07/27/2023
Melbourne Office_Collective_100 - Powin Australia Pty Ltd - Membership Agreement - 2025	Lease Agreement	Collective 100 Pty Ltd.	04/04/2025
Melbourne Office_Collective_100 Membership Agreement - Powin - 05.14.2024	Lease Agreement	Collective_100	06/03/2024
Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse INDUSTRIAL LEASE - 08.02.2023	Lease Agreement	HUB @ 202 OWNCO, LLC	08/02/2023
Miami Office_2022.12.02 Commencement Date Memo - Powin Energy	Lease Agreement	MADISON-OFC BRICKELL FL LLC	12/02/2022
Miami Office_Brickell City Tower - Powin Energy Operating, LLC - Lease - 04.08.22	Lease Agreement	Madison-OFC Brickell FL LLC	11/08/2022

Portland Office_NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease - 04.08.2024	Lease Agreement	NP MachineWorks LLC	06/01/2024
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Amendment Agreement - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/28/2023
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Contract-PTC - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/01/2023
Powin Taiwan Lease Agreement	Lease Agreement	Pepsi International Business Co.	01/09/2024
Qingdao Office Lease Contract - 1	Lease Agreement	Wangjiao Plaza	10/01/2023
Qingdao Office Lease Contract-2	Lease Agreement	Wangjiao Plaza	10/01/2023
Qingdao Office_Cheng Yu New Materials - Powin (Qingdao) - Pwin LLC - Termination agreement - 05.07.2024	Lease Agreement	Qingdao Cheng Yu New Materials Co. Ltd.	05/07/2024
Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy Co., Ltd. - Lease Contract - 08.07.2024	Lease Agreement	Qingdao Shunneng Machinery Co., Ltd.	08/07/2024
Tualatin Office_Lu Pacific Properties - Powin Energy Corporation - Tualatin Lease Agreement 2021	Lease Agreement	LU PACIFIC PROPERITIES, LLC	12/14/2020
Powin RISE Realty 80 SW 8th St oct 15 2024 Signed Copy ¹	Exclusive Right Agreement	KAD Equity Inc. d/b/a Rise Realt	
20180830 -First Amendment to Sublease Agreement	Lease Agreement	PPA Grand Johanna LLC	08/31/2018
20190921 - Second Amendment to Millikan Sublease executed	Lease Agreement	PPA Grand Johanna LLC	09/21/2018
Milikan Lease	Lease Agreement	3U Millikan LLC	10/12/2016
Sublease (Fully Compiled)	Lease Agreement	PPA Grand Johanna LLC	01/01/2017
Third Amendment to the Sublease	Lease Agreement	PPA Grand Johanna LLC	01/15/2019

¹ Signed by Powin Only.

Schedule 3.10(c)

LEASEHOLD IMPROVEMENTS

Other than the testing lab, only ordinary furniture, fixtures, and equipment.

Schedule 3.11

PERSONAL PROPERTY LEASES

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*
BMO Harris Bank N.A.- Powin - Equipment Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	10/12/2023
BMO Harris Bank N.A.- Powin - Large forklift Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	12/28/2023
Toyotalift of Arizona, Inc. - Powin, LLC - Master Lease Agreement - 03.04.2024	Equipment Lease Agreement	Toyotalift of Arizona, Inc.	03/04/2024

Schedule 3.12

PERMITS

Tualatin stormwater permit for the Tualatin warehouse.

Schedule 3.14

ENVIRONMENTAL MATTERS

- a)
 - 1. That certain Tualatin Facility Stormwater Permit.
 - 2. The Environment Agency Enforcement Notice.
- b) The Environment Agency Enforcement Notice.
- d) Sellers conduct routine analyses in response to issues at sites involving fire or other thermal events, which have not been provided, and confirm that there have been no claims to date.

Exhibit C

(EKS Term Sheet)

TERM SHEET FOR POWIN AND HITACHI TRANSACTION

Parties	<ul style="list-style-type: none"> • Hitachi Energy Ltd, Brown-Boveri-Strasse 5, 8050 Zurich, Switzerland (“Hitachi Energy” or the “Buyer”) • Hitachi Energy Power Conversion Solutions, S.L.U., Avenida de Camas, 28 Polígono Industrial PIBO, 41110, Bollullos de la Mitación, Seville, Spain (“EKS” and together with the Buyer, “Hitachi”) • Powin LLC, 20550 SW 115th Ave, Tualatin, OR 97062 (“Powin” or the “Guarantor”) • Powin EKS SellCo LLC, 20550 SW 115th Ave, Tualatin, OR 97062 (the “Seller” and together with Powin, the “Powin Parties” and together with Hitachi, the Parties and each a “Party”)
Background	<ul style="list-style-type: none"> • On October 23, 2023, the Buyer, the Seller and the Guarantor entered into: <ul style="list-style-type: none"> ○ a membership interest purchase agreement (as amended, the “MIPA”), pursuant to which the Buyer purchased 80% of the units of EKS HoldCo LLC (f/k/a Powin EKS Holdings LLC, “HoldCo”) from Seller and Seller retained 20% of the units (the “Remaining Units”) of HoldCo (the “Acquisition”); and ○ an amended and restated limited liability agreement, regarding, among other things, the governance of HoldCo (as amended, the “LLCA”). • On October 23, 2023, EKS and certain former executives entered into separation agreements, as provided for in the MIPA, under which separation payments were made (the “Separation Agreements”). • On October 23, 2023, HoldCo, the Seller and Powin entered into a transition services agreement, pursuant to which Powin rendered services to HoldCo (the “TSA”). • On October 23, 2023, Powin and Mr. Javier Landero Cruz entered into a consultancy services agreement, pursuant to which Mr. Javier Landero Cruz agreed to provide services to Powin (the “First Service Agreement”). • On October 23, 2023, Powin and Mr. Sergio Hurtado Cuerva entered into a consultancy services agreement, pursuant to which Mr. Sergio Hurtado Cuerva agreed to provide services to Powin (the “Second Service Agreement” and, together with the First Service Agreement, the “Service Agreements”). • On October 23, 2023, EKS and Powin entered into a master product supply agreement for the provision by EKS of products to Powin (as amended, the “MSA”). • Separate and apart from the MSA, EKS has also supplied goods and services to Powin pursuant to certain purchase orders (“Purchase Orders”). • On June 10, 2025 (the “Petition Date”), Powin and certain of its affiliates, excluding the Seller (the “Powin Debtors”), filed petitions in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) for relief under chapter 11 of title 11 of the United States Code (the “Chapter 11 Cases”). • As of the Petition Date, Hitachi asserts the following claims against the Powin Parties:

	<ul style="list-style-type: none"> o Indemnity claims of Buyer and EKS under the MIPA against the Seller and Powin (as Guarantor) in an amount no less than USD 2,276,963, relating to separation payments pursuant to the Separation Agreements and bonus payments made by EKS in connection with the Acquisition (the “Indemnity Claims”). o Commercial claims under the Purchase Orders for issued and unpaid invoices for goods and services EKS supplied to Powin, in an amount equal to the sum of (i) EUR 4,510,905.73 (of which EUR 2,700,809.21 is for overdue invoices and EUR 1,810,096.52 is for goods and services supplied but not yet invoiced) and (ii) USD 3,447,597.34 (of which USD 2,428,077.05 is for overdue invoices and USD 1,019,520.29 is for goods and services supplied but not yet invoiced) (all such claims, the “Commercial Claims”), in each case, plus interest. The Commercial Claims include EUR 34,968.77 in connection with goods delivered on June 9, 2025 and EUR 1,520.52 in connection with goods shipped by EKS whose scheduled delivery date is June 22, 2025, which are entitled to treatment as an administrative expense. o Under the MIPA, potential indemnification claims against Seller in relation to certain tracking units (or other phantom equity interests) granted to certain employees of EKS equivalent in the aggregate to 1.5% of Seller’s remaining interest in HoldCo, but which have not been granted or issued to such employees (the “Tracking Units Claims”).
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Proposed Transaction	<p>The Parties desire to consummate a comprehensive transaction (the “Proposed Transaction”) as follows.</p> <ul style="list-style-type: none"> • The Buyer would acquire the Remaining Units from the Seller (the “20% Acquisition”). • As partial consideration for the 20% Acquisition, Hitachi would release and waive its claims against the respective Powin Parties and their respective related parties (collectively, the “Hitachi Releases”), including: <ul style="list-style-type: none"> ○ The Indemnity Claims ○ The Commercial Claims ○ The Tracking Units Claims ○ Rejection damages claims under the MSA, including in relation to Powin’s failure to satisfy the MVC obligations <p>provided, however, the Hitachi Releases will not encompass, extend to or otherwise comprise any rights and claims Hitachi or its affiliates may have against Akaysha and its affiliates.</p> <ul style="list-style-type: none"> • The Seller, Powin, their affiliates and related parties, and the bankruptcy estates of the Powin Debtors, expressly waive and release any and all claims, offsets, defenses, whether known or unknown they may or may have against the Buyer, EKS, HoldCo or any of their affiliates, or their respective agents, attorneys, shareholders, managers, members, advisors, officers, directors, employees, affiliates, partners, predecessors, successors, and assigns, or other related parties under any ground, including but not limited under law, equity or relating in any way to the MIPA, the LLCA (including the put option rights of Seller thereunder), the Separation Agreements, the TSA, the Service Agreements, the Acquisition, the MSA, the Purchase Orders, any dealings of Hitachi with or concerning the end customers of Powin under the Purchase Orders, or otherwise, including any claims or causes of actions under chapter 5 of the Bankruptcy Code (the “Powin Releases”). • The transactions contemplated by this term sheet are expected to be documented in an agreement, to which the membership interest purchase agreement substantially in the form attached as Exhibit D to the LLCA will be an exhibit (the “Agreement”). The Powin Debtors will file a motion or such appropriate supplements to their existing sale motion such that approval of the transactions contemplated by this term sheet will be sought from the Bankruptcy Court on August 6, 2025.
Purchase Price and Settlement Payment	<p>In addition to the Hitachi Releases, as full and final consideration of the proposed transaction, including the 20% Acquisition and the Powin Releases, the Buyer will pay, or cause to be paid, to the Seller a fixed sum of USD 15,000,000, not subject to any price adjustment or earn-out (the “Purchase Price”).</p>
Conditions Precedent	<p>Consummation of the proposed transactions are subject to:</p> <ul style="list-style-type: none"> • Entry of an order of the Bankruptcy Court approving and authorizing the Proposed Transaction pursuant to Bankruptcy Rule 9019 and the applicable provisions of the Bankruptcy Code, including sections 363 and 365 thereof (the “Court Approval”), which order has not been stayed and has become final. • Voluntary release of any security interests or liens on the Remaining Interests, in form and substance acceptable to Buyer. • Satisfaction or waiver of all conditions precedent in the Agreement, including any conditions precedent in the form MIPA incorporated into the Agreement.

Closing of the Proposed Transaction	<p>Closing of the Proposed Transaction will take place on the date which is 10 Business Days following satisfaction of the last of the Conditions Precedent (such date, the “Closing Date”).</p> <p>At Closing:</p> <ul style="list-style-type: none"> • The Buyer will pay to the Seller in immediately available funds the Purchase Price to the bank account designated in writing by the Seller no later than 5 Business Days prior to the Closing Date. • The Buyer and the Seller will enter into and close on the membership interest purchase agreement substantially in the form attached as Exhibit D to the LLCA, assigning the Remaining Units to Buyer. • Releases of any liens or security interests (including without limitation any adequate protection liens or other liens under any order approving DIP financing or the use of cash collateral in the Chapter 11 Cases) will be executed and delivered. • The Agreement will be executed and the Hitachi Releases and the Powin Releases will each become effective. • To the extent applicable, the Seller will cause the Powin Directors (as defined in the LLCA) to resign as of the Effective Date.
Costs and expenses	Each Party shall bear its own costs and expenses in connection with this terms sheet and the Proposed Transaction.
Confidentiality	<p>No Party shall make any public announcements in respect of this term sheet or the transactions contemplated by this term sheet without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement or disclosure; provided, however, nothing in this paragraph will prevent any of the following at any time:</p> <ul style="list-style-type: none"> • the Parties filing any document or providing any information to the Bankruptcy Court to obtain Court Approval; • a Party disclosing any information to the extent required under applicable law, in which case the Party required to make such release or announcement will allow the other Party reasonable time to comment on such release or announcement in advance of such issuance; • a Party making a statement or disclosure to (i) such Party’s (or any of its affiliate’s) paid legal, accounting and financial advisers to the extent reasonably necessary for any such adviser to perform its paid legal, accounting and financial services, respectively, for such Party (or such affiliate), or (ii) any of its affiliates or any of their representatives in the ordinary course of its business; provided, that such persons are bound by confidentiality restrictions regarding the information disclosed.
Governing law	This term sheet shall be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction).
Jurisdiction	Each Party to submit to the jurisdiction of the Bankruptcy Court and, for matters arising following the conclusion of the Chapter 11 Cases, the United States District Court for the District of Delaware, for the purposes of any proceeding relating to the transaction contemplated by the definitive documents.
Waiver of Jury Trial Rights	Agreement and related definitive documentation will provide, to the fullest extent permitted by applicable law, for the waiver by each Party of any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this term sheet, or any transaction contemplated hereby or thereby.

Exhibit 8

(KEIP Orders)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

AGWAY FARM & HOME SUPPLY, LLC,

Debtor.¹

Chapter 11

Case No. 22-10602 (JKS)

Re D.I. No. 70

**AMENDED ORDER GRANTING DEBTOR’S MOTION FOR AN ORDER APPROVING
(1) KEY EMPLOYEE INCENTIVE PLAN; (2) KEY EMPLOYEE RETENTION PLAN,
AND (3) GRANTING RELATED RELIEF**

Upon the Motion of the Agway Farm & Home Supply, LLC, the debtor and debtor in possession in the above captioned case (the “Debtor”), for an Order Approving (1) Key Employee Incentive Plan; (2) Key Employee Retention Plan; and (3) Granting Related Relief to (A) Assume Existing Insurance Policies; and (B) Pay all Obligations in Respect Thereof (the “Motion”);² and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed and considered the Preliminary Objection of the Official Committee of Unsecured Creditors to the Motion (Docket No. 88) and the Objection of the United States Trustee to the Motion (Docket No. 92; and the Court having determined that the relief requested in the Motion is necessary to the ongoing orderly operation of the Debtor’s business and is in the best interests of the Debtor, its estate, and its creditors; and it appearing that the notice of the Motion having been given as set forth herein was appropriate and that no other or further notice need be given; and after

¹ The last four digits of the Debtor’s federal tax identification number are 1247. The Debtor’s address is 6606 W. Broad Street, Richmond, VA 23230.

² Capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

1. The Motion is GRANTED.

3. The KEIP and the KERP are each approved on the terms described in the Motion with the following modifications: (1) The amount of the KEIP will be calculated based on the sale proceeds from the Sale Process other than any sale proceeds that result from the Debtor's de minimis asset sales of inventory at discounted rates ("De Minimis Asset Sales"). In other words, any sale proceeds from De Minimis Asset Sales will not count toward the calculation of the KEIP amount to be paid; and (2) The total paid to the KERP Employees under the KERP shall not exceed \$330,000.00.

5. All amounts earned and payable under the KEIP and the KERP shall have administrative expense priority under sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code for all purposes in this Case and in any other case under the Bankruptcy Code to which this Case may be converted.

2

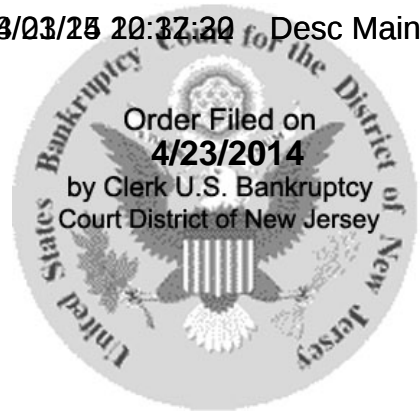
stay applicable under the Bankruptcy Rules or the Local Rules is hereby expressly waived and shall not apply.

7. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: November 21st, 2022
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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Telephone: (201) 489-3000
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Michael D. Sirota
Ilana Volkov

*Co-Counsel to the Debtors
and Debtors-in-Possession*

In re:

ASHLEY STEWART HOLDINGS, INC., *et al.*,¹

Debtors-in-Possession.

Case No. 14-14383 (MBK)

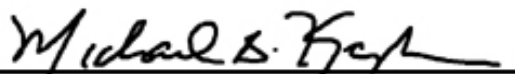
Judge: Honorable Michael B. Kaplan

Chapter 11

(Jointly Administered)

**ORDER PURSUANT TO SECTIONS 105(A), 363(B) AND 503(C)(3) OF THE
BANKRUPTCY CODE APPROVING DEBTORS' KEY EMPLOYEE
INCENTIVE PROGRAM**

DATED: 4/23/2014



Honorable Michael B. Kaplan
United States Bankruptcy Judge

(Page 1)

Debtor: ASHLEY STEWART HOLDINGS, INC., et al.

Case No.: 14-14383 (MBK) (Jointly Administered)

Caption: ORDER PURSUANT TO SECTIONS 105(a), 363(b) AND 503(C)(3) OF THE
BANKRUPTCY CODE APPROVING DEBTORS' KEY EMPLOYEE
INCENTIVE PROGRAM

The relief set forth on the following pages, numbered two (2) through four (4) is
hereby ORDERED.

(Page 2)

Debtor: ASHLEY STEWART HOLDINGS, INC., et al.
Case No.: 14-14383 (MBK) (Jointly Administered)
Caption: ORDER PURSUANT TO SECTIONS 105(a), 363(b) AND 503(C)(3) OF THE
BANKRUPTCY CODE APPROVING DEBTORS' KEY EMPLOYEE
INCENTIVE PROGRAM

Upon the motion (the "Motion")² of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order (this "Order") pursuant to sections 105(a), 363(b), and 503(c)(3) of the Bankruptcy Code approving Debtors' key employee incentive program (the "KEIP"); and upon the Debtors' Supplemental Statement in support thereof; and upon the Declaration of Perry M. Mandarino submitted in support thereof; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having found that the Debtors' implementation of the KEIP is justified by the facts and circumstances of these Chapter 11 Cases and is a sound exercise of the Debtors' business judgment; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* dated as of September 18, 2012; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2); and it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. Subject to the conditions specified herein, the Debtors are authorized, but not required, to adopt and implement the KEIP as set forth on Exhibit A hereto and to make the payments contemplated by the KEIP; provided, however, that each Participating Employee, and

² Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Motion.

(Page 3)

Debtor: ASHLEY STEWART HOLDINGS, INC., et al.
Case No.: 14-14383 (MBK) (Jointly Administered)
Caption: ORDER PURSUANT TO SECTIONS 105(a), 363(b) AND 503(C)(3) OF THE
BANKRUPTCY CODE APPROVING DEBTORS' KEY EMPLOYEE
INCENTIVE PROGRAM

any other employee who may become entitled to a payment under the KEIP, is entitled to receive an Incentive Bonus under the KEIP if the Debtors meet the gross sale proceeds thresholds set forth in the Motion and the Participating Employee is employed by the Debtors until such time as his or her services are no longer needed.

2. Subject to the Court's approval of the Settlement Agreement, dated as of April 14, 2014 [Docket No. 292, Ex. A] (the "Global Settlement"), the Debtors are authorized to make payments pursuant to the KEIP to the Participating Employees as part of the Tier 2 Claims and Tier 3 Claims (each as defined in the Global Settlement). This Order shall be without prejudice to the Debtors submitting an additional proposed form of order for approval authorizing the Debtors to make payments pursuant to the KEIP to the Participating Employees or any other of the Debtors' employees that the Debtors determine in their business judgment are entitled to such payments as part of the Tier 4 Claims (as defined in the Global Settlement).

3. The terms of this Order are conditioned upon the Court's approval of the Global Settlement. In the event that the Global Settlement is denied, the terms of this Order shall be immediately vacated and shall be without prejudice to the Debtors' rights to renew the Motion. For the avoidance of doubt, no payment shall be made pursuant to the KEIP until the Global Settlement is approved, or if denied, until after the Debtors renew their Motion and such renewed Motion is approved.

4. The authorization granted herein to make payments to the Participating Employees under the KEIP shall not create any obligation or liability on the part of the Debtors, their officers, directors, employees or agents to make such payments.

(Page 4)

Debtor: ASHLEY STEWART HOLDINGS, INC., et al.

Case No.: 14-14383 (MBK) (Jointly Administered)

Caption: ORDER PURSUANT TO SECTIONS 105(a), 363(b) AND 503(C)(3) OF THE
BANKRUPTCY CODE APPROVING DEBTORS' KEY EMPLOYEE
INCENTIVE PROGRAM

5. All Incentive Bonuses paid to the Participating Employees under the KEIP as authorized herein shall constitute administrative expenses of the Debtors' estates pursuant to section 503(b) of the Bankruptcy Code.

6. The Debtors, their officers, employees and agents are authorized to take and refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

7. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

8. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Order shall govern.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

10. A true copy of this Order shall be served on all parties-in-interest by regular mail within seven (7) days hereof.

Exhibit A

Key Employee Incentive Plan

Business Recovery Services

New Ashley Stewart, Inc. Key Employee Incentive Plan

*Strictly Private
and Confidential*

4 April 2014

pwc



New Ashley Stewart, Inc.
100 Metro Way
Secaucus, NJ 07094

PricewaterhouseCoopers LLP
300 Madison Ave
New York, NY 10017
T: +1 (646) 471-4000
F: +1 (813) 286 6000

April 4, 2014

Dear Board of Directors:

PricewaterhouseCoopers LLP ("PwC") has performed certain advisory services for New Ashley Stewart, Inc. ("Client") in connection with certain restructuring advisory services pursuant to the engagement letter dated January 25, 2014.

This report and PwC's services are confidential and access, use and distribution are restricted. The services were performed, and this report prepared, at Client's direction and exclusively for Client's sole benefit and use. The services and report may not be relied upon by any person or entity other than Client. PwC makes no representations or warranties regarding the services or this report and expressly disclaims any contractual or other duty, responsibility or liability to any person or entity other than Client. If you are not Client, or otherwise authorized by Client and PwC, you may not access or use the services or this report.

The services were performed in accordance with the Standards for Consulting Services of the American Institute of Certified Public Accountants ("AICPA") and, where applicable, the AICPA Standards for Reports on the Application of Accounting Principles or the AICPA Statements on Standards for Tax Services. The services do not constitute legal or investment advice, broker dealer services, a fairness or solvency opinion, an estimate of value, an audit, an examination of any type, an accounting or tax opinion, or other attestation or review services in accordance with the standards of the AICPA, the Public Company Accounting Oversight Board or any other professional or regulatory body. PwC provides no opinion or other form of assurance with respect to the services, report or underlying information. Client, in consultation with its independent accountants, is responsible for the presentation and preparation of its financial statements and related disclosures.

The services and this report shall be maintained in strict confidence and may not be discussed with, distributed or otherwise disclosed to any third party, in whole or in part, without PwC's prior written consent, nor may the services or this report (or contents thereof) be associated with, referred to or quoted in any way in any offering memorandum, prospectus, registration statement, public filing, loan or other agreement.

Any underlying prospective financial information ("PFI") referred to in this report was not prepared or developed by PwC and PwC has not restated any PFI or made assumptions or projections relating to PFI. While PwC may have performed sensitivity analyses on PFI and underlying assumptions, any tables aggregating PwC's comments or observations of vulnerabilities and sensitivities do not represent restatements of or revisions to PFI; they are only a summary of PwC's analyses to assist Client with its evaluation of PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results. PwC disclaims responsibility and liability for PFI and any results achieved.

This report was not intended or written to be used, and it may not be used for the purpose of avoiding U.S. Federal, state or local tax penalties, or supporting the promotion or marketing of any transactions or matters addressed in this report. Client has no obligation of confidentiality with respect to any information related to the tax structure or tax treatment of any transaction.

Very truly yours,

PricewaterhouseCoopers LLP
By **Perry Mandarino, Partner**
T: (646) 471-7589
M: (201) 522-5497
perry.mandarino@us.pwc.com

Contents

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2	Approach	6

Background

Introduction

- New Ashley Stewart, Inc. (“NAS” or the “Company”), a plus size women’s iconic fashion brand and specialty retailer with 168 stores in 24 states as of March 1, 2014, Washington DC and the US Virgin Islands, was founded in 1991 and has its corporate office and distribution facility in Secaucus, New Jersey.
- Revenue began to decline in FY’12, resulting in a glut of clearance, seven months of negative comparable stores sales, and a significant erosion of cash. To combat the weak macro-economic conditions and declining sales, NAS implemented over \$3M in cost cutting initiatives and hired a restructuring advisor.
- In August 2013, after another disappointing spring, the Company completed a refinancing and appointed a new interim president and interim CFO; new management immediately focused on digital and supply chain improvements, as well as additional cost cuts – including a systematic reduction in headcount in order to increase productivity and preserve cash.
- Financial results dramatically improved in September/October, capped off with a record-breaking Black Friday week; however, the Company suffered from difficult December results due to poor weather and a weak retail environment, which resulted in a significant strain on NAS’s liquidity.
- As a result of the liquidity constraints, the Company filed for Chapter 11 bankruptcy on March 10, 2014.
- The NAS Board and Management conducted extensive due diligence with respect to the need for an incentive compensation plan and the team most critical to a successful restructuring and sale.

The Company sought independent counsel to perform diligence and to create and authorize the incentive compensation

- PwC has been retained as the Financial Advisor to NAS to advise on the financial restructuring, bankruptcy and 363 sale process.
- As such, the Company has requested our recommendation with respect to the design of a Key Employee Incentive Plan (“KEIP”) for employees that are both necessary to successfully executing a 363 sale and will have the most impact in the value achieved during the sale process.
- NAS employs approximately 1,700 employees, of which 400 are full time.
- Management requested that we consider the following with respect to the KEIP design:
 - Achieving the greatest value for all constituents is directly correlated to the value achieved through the sale process;
 - Value is likely to be maximized through the sale of NAS as a going concern, which will preserve many of the 1,700 jobs.
- Accordingly, management has requested that we outline a KEIP plan for key employees of the Company that is linked to the 363 sale process and incentivizes the participants relative to their contribution to a successful outcome.
- The range of potentially achievable values is from \$350,000 if the assets are sold for at least \$23m and up to a maximum of \$1.4m if the assets are sold for more than \$37m.

KERP vs KEIP

Since the Bankruptcy Code was amended in 2005, the bar has been raised with respect to providing “pay to stay” incentives for a debtor’s management and other key employees. Sections 503(c)(1) and (c)(2) of the Bankruptcy Code provide strict limitations on key employee retention plans (“KERPs”) and severance programs for insiders. In addition, section 503(c)(3) mandates that transfers and obligations outside of the ordinary course of business to any person or entity, including officers, managers, or consultants hired postpetition, be “justified by the facts and circumstances of the case.” 11 U.S.C. § 503(c)(3). Section 503(c)(3) applies to key employee incentive programs (“KEIPs”).

Because KERPs and KEIPs are evaluated under different provisions of the Bankruptcy Code, the threshold inquiry for a court is whether the program being proposed by the debtor is a KERP or a KEIP. This inquiry focuses on whether the KEIP is a true incentive plan rather than a disguised retention plan. *See In re Hawker Beechcraft, Inc.*, 479 B.R. 308, 313 (Bankr. S.D.N.Y. 2012). In other words, “the Court must examine a proposed KEIP mindful of the practice that Congress sought to eradicate and, at the risk of oversimplification, determine whether the proposed targets are designed to motivate insiders to rise to a challenge or merely report to work.” *Id.* Courts look for high hurdles and challenging standards before a retention bonus can be paid. *Id.* Importantly, the proponent of the KEIP bears the burden of proving that the plan is not a retention plan governed by section 503(c)(1). *Id.*

In keeping with § 503(c)(3), the goal is to create a fair and reasonable KEIP for NAS

PwC's Approach

Factors relevant to good KEIP design

KEIPs have generally been found to be primarily incentivizing if they are designed to incentivize management to produce and enhance the value of the estate or motivate employees to achieve performance goals.

Considerations include whether:

- the plan is calculated to achieve the desired performance;
- the cost of the plan is reasonable within the context of the debtor's assets, liabilities, and earning potential;
- the scope of the plan is fair and reasonable;
- the plan is consistent with industry standards;
- the debtor engaged in due diligence related to the need for the plan, the employees that needed to be incentivized, and what types of plans are generally applicable in a particular industry; and
- the debtor received independent counsel in performing due diligence and in creating and authorizing the incentive compensation.

See *In re Dana Corp.*, 358 B.R. at 576-77 (identifying factors to determine whether business judgment standard has been satisfied)

PwC's objectives with respect to New Ashley Stewart's KEIP design

- Consistent with management's direction we sought to design a KEIP which:
 - appropriately incentivizes all participants to enhance value achieved through the sale process;
 - continues the current operational improvements;
 - preserves jobs.
- In order to establish a reasonable range of award values we looked at recent KEIPs in similar cases. (Similar cases include companies that had Section 363 KEIPS and the entity was ultimately sold for \$75M or under in sale proceeds).
 - We utilized the data and other attributes of these plans to design a plan that satisfies the business judgment standard of Section 503(c)(3).
- Upon review of the KEIP plans of the comparable companies, we believe the structure that best aligns incentives is one that is based on incremental value thresholds and provides modest awards for good results but significantly larger rewards for exceptional results (similar to Movie Gallery).

The NAS KEIP is designed to incentivize management and other employees to achieve a successful outcome:

- The plan includes various thresholds based on the value of contemplated sale proceeds;
- Sale proceeds are defined as aggregate consideration received from an acquiring party in the event of a transaction / sale as a going concern;
- Aggregate consideration includes all cash consideration, plus the principal amount of any assumed debt, plus the value of any assumed liabilities.

KEIP Plan Design – New Ashley Stewart Plan is designed to achieve desired performance

Issue	KEIP Design	Commentary																																								
Eligibility	<p>10 employees are eligible for the plan</p> <ul style="list-style-type: none">• 4 top executives• 6 management team members	<p>The 10 participants have been identified based on their likely impact on the execution of the turnaround and or sale outcome. The participant pool represents approximately less than 3% of full time employees and less than 1% of total employees. As discussed in greater detail on the next slide, the awards are weighted by impact.</p>																																								
Total Cost Range	<p>The total plan cost ranges from \$0 if the threshold is not achieved to a maximum of \$1.4M at a value that reflects continued execution on the turnaround plan and going concern that preserves jobs.</p>	<p>The cost is in line with KEIPs for comparable sales transactions and is more than offset by the increased recoveries available to creditors at each payout level.</p>																																								
Payout Metric (Base Case)	<table><tr><th colspan="5">Total Cost Per Employee</th></tr><tr><th>Outcome Range</th><th>Award Level</th><th>Total Cost</th><th>% of Value</th><th>Avg per Employee</th></tr><tr><td>Below \$23M</td><td>0%</td><td>\$0</td><td>0.0%</td><td>-</td></tr><tr><td>\$23M - \$28.9M</td><td>25%</td><td>350,000</td><td>1.8%</td><td>35,000</td></tr><tr><td>\$29M - \$34.9M</td><td>50%</td><td>700,000</td><td>2.8%</td><td>70,000</td></tr><tr><td>\$35M - \$36.9M</td><td>75%</td><td>1,050,000</td><td>3.5%</td><td>105,000</td></tr><tr><td>Above \$37M</td><td>100%</td><td>1,400,000</td><td>4.0%</td><td>140,000</td></tr><tr><td colspan="2">Total Maximum Cost</td><td>\$1,400,000</td><td></td><td></td></tr></table>	Total Cost Per Employee					Outcome Range	Award Level	Total Cost	% of Value	Avg per Employee	Below \$23M	0%	\$0	0.0%	-	\$23M - \$28.9M	25%	350,000	1.8%	35,000	\$29M - \$34.9M	50%	700,000	2.8%	70,000	\$35M - \$36.9M	75%	1,050,000	3.5%	105,000	Above \$37M	100%	1,400,000	4.0%	140,000	Total Maximum Cost		\$1,400,000			<p>The size of the KEIP award is calculated based on the size of the sale proceeds and the award by individual ranges from 2.0% – 32.25% of the total KEIP. The award increases progressively by dollar value and percentage of base compensation as sale value increases; in no case is the total cost of the maximum award above 4% of the sale proceeds.</p> <p><i>The cost of the plan is reasonable within the context of the Debtors' assets, liabilities and earning potential.</i></p>
Total Cost Per Employee																																										
Outcome Range	Award Level	Total Cost	% of Value	Avg per Employee																																						
Below \$23M	0%	\$0	0.0%	-																																						
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Above \$37M	100%	1,400,000	4.0%	140,000																																						
Total Maximum Cost		\$1,400,000																																								
Payout Timing	<p>Upon sale close.</p>	<p>Incentivizes an expeditious sale closing that maximizes value for the creditors.</p>																																								

KEIP award is designed to be heavily weighted to results and impact - Plan is designed to achieve desired performance

KEIP Award as a % of Total KEIP Award					
Aggregate Consideration		\$23M	\$28m	\$33m	\$37m+
Ct	Job Title	T-hold	Target	Target+	Super
1	Employee 1	32.25%	32.25%	32.25%	32.25%
2	Employee 2	12.25%	12.25%	12.25%	12.25%
3	Employee 3	12.25%	12.25%	12.25%	12.25%
4	Employee 4	12.25%	12.25%	12.25%	12.25%
5	Employee 5	10.00%	10.00%	10.00%	10.00%
6	Employee 6	7.00%	7.00%	7.00%	7.00%
7	Employee 7	5.00%	5.00%	5.00%	5.00%
8	Employee 8	5.00%	5.00%	5.00%	5.00%
9	Employee 9	2.00%	2.00%	2.00%	2.00%
10	Employee 10	2.00%	2.00%	2.00%	2.00%
% of Maximum Award		25.0%	50.0%	75.0%	100.0%
Total Award (10 employees)		\$350,000	\$700,000	\$1,050,000	1,400,000
Average per Employee		\$35,000	\$70,000	\$105,000	\$140,000
Total Max Award		\$350,000	\$700,000	\$1,050,000	\$1,400,000

Source: PwC Analysis, Discussions with the NAS Board and its legal advisors

The maximum KEIP award is \$1.4M, which is an average of \$140,000 per employee, if aggregate consideration of over \$37M is achieved.

Eligible Employees

The aggregate award becomes progressively larger as exceptional outcomes are achieved:

- Initial threshold of \$23M is well above the liquidation value.
- Each award level above the initial threshold increases by an incremental \$1M of value (see following page)
- The final award level (Super) is set at 100% of the maximum award.
- Individual awards as a % of the total KEIP award remains constant at the various outcome levels, while the dollar value increases progressively:
- The top-level executives (12.5% - 32.25% of total KEIP award) are expected to have the largest and most significant impact on achieving the desired sale outcome.
- The management-level employees (2.00% - 10.00% of total KEIP award) are expected to have a significant impact and influence on the desired outcome.

The KEIP compensation pool is a derivative of Aggregate Consideration ⁽¹⁾ and increases 5% for each additional \$1.0 million of sale proceeds.

KEIP Compensation										
Aggregate Consideration (\$ M)	23.0	24.0	25.0	26.0	27.0	28.0	29.0	30.0	31.0	32.0
	T-hold	T-hold	T-hold	T-hold	T-hold	Target	Target	Target	Target	Target
Employee 1	112,875.0	135,450.0	158,025.0	180,600.0	203,175.0	225,750.0	248,325.0	270,900.0	293,475.0	316,050.0
Employee 2	42,875.0	51,450.0	60,025.0	68,600.0	77,175.0	85,750.0	94,325.0	102,900.0	111,475.0	120,050.0
Employee 3	42,875.0	51,450.0	60,025.0	68,600.0	77,175.0	85,750.0	94,325.0	102,900.0	111,475.0	120,050.0
Employee 4	42,875.0	51,450.0	60,025.0	68,600.0	77,175.0	85,750.0	94,325.0	102,900.0	111,475.0	120,050.0
Employee 5	35,000.0	42,000.0	49,000.0	56,000.0	63,000.0	70,000.0	77,000.0	84,000.0	91,000.0	98,000.0
Employee 6	24,500.0	29,400.0	34,300.0	39,200.0	44,100.0	49,000.0	53,900.0	58,800.0	63,700.0	68,600.0
Employee 7	17,500.0	21,000.0	24,500.0	28,000.0	31,500.0	35,000.0	38,500.0	42,000.0	45,500.0	49,000.0
Employee 8	17,500.0	21,000.0	24,500.0	28,000.0	31,500.0	35,000.0	38,500.0	42,000.0	45,500.0	49,000.0
Employee 9	7,000.0	8,400.0	9,800.0	11,200.0	12,600.0	14,000.0	15,400.0	16,800.0	18,200.0	19,600.0
Employee 10	7,000.0	8,400.0	9,800.0	11,200.0	12,600.0	14,000.0	15,400.0	16,800.0	18,200.0	19,600.0
Total Award	\$350,000.0	\$420,000.0	\$490,000.0	\$560,000.0	\$630,000.0	\$700,000.0	\$770,000.0	\$840,000.0	\$910,000.0	\$980,000.0
% of Maximum Award	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%
Average per Employee	\$35,000.0	\$42,000.0	\$49,000.0	\$56,000.0	\$63,000.0	\$70,000.0	\$77,000.0	\$84,000.0	\$91,000.0	\$98,000.0

KEIP Compensation, cont.						
Aggregate Consideration (\$ M)	33.0	34.0	35.0	36.0	37.0	37.0 +
	Target+	Target+	Target+	Target+	Target+	Super
Employee 1	338,625.0	361,200.0	383,775.0	406,350.0	428,925.0	451,500.0
Employee 2	128,625.0	137,200.0	145,775.0	154,350.0	162,925.0	171,500.0
Employee 3	128,625.0	137,200.0	145,775.0	154,350.0	162,925.0	171,500.0
Employee 4	128,625.0	137,200.0	145,775.0	154,350.0	162,925.0	171,500.0
Employee 5	105,000.0	112,000.0	119,000.0	126,000.0	133,000.0	140,000.0
Employee 6	73,500.0	78,400.0	83,300.0	88,200.0	93,100.0	98,000.0
Employee 7	52,500.0	56,000.0	59,500.0	63,000.0	66,500.0	70,000.0
Employee 8	52,500.0	56,000.0	59,500.0	63,000.0	66,500.0	70,000.0
Employee 9	21,000.0	22,400.0	23,800.0	25,200.0	26,600.0	28,000.0
Employee 10	21,000.0	22,400.0	23,800.0	25,200.0	26,600.0	28,000.0
Total Award	\$1,050,000.0	\$1,120,000.0	\$1,190,000.0	\$1,260,000.0	\$1,330,000.0	\$1,400,000.0
% of Maximum Award	75%	80%	85%	90%	95%	100%
Average per Employee	\$105,000.0	\$112,000.0	\$119,000.0	\$126,000.0	\$133,000.0	\$140,000.0

(1) Aggregate consideration includes all cash consideration, plus the principal amount of any assumed debt, plus the value of any assumed liabilities.

Source: PwC Analysis, Discussions with NAS Board and its legal advisors

New Ashley Stewart KEIP costs as compared to similar companies

Company Name	Filing Date	Estimated / Actual Sale Proceeds	KEIP Max Award (Aggregate)	Total # of Employees Covered	Average Award / Eligible Employee
Claim Jumper	Sep-10	\$55,300,000	\$450,000	15	\$30,000
Nanogen, Inc.	May-09	25,685,000	385,000	6	64,167
Evergreen Solar, Inc.	Aug-11	34,000,000	2,000,000	7	285,714
Magic Brands, LLC	Apr-10	63,500,000	1,659,375	11	150,852
Metro Affiliates (Atlantic Express)**	Nov-13	12,000,000	605,000	2	302,500
Movie Gallery, Inc.	Feb-10	74,200,000	2,860,000	5	572,000
Point Blank Solutions, Inc.	Apr-10	36,600,000	381,450	20	19,073
Proliance International, Inc.	Jul-09	34,420,000	910,000	5	182,000
RIH Acquisitions NJ LLC (Atlantic Club Casino Hotel)	Nov-13	60,000,000	2,100,000	7	300,000
Sharper Image	Feb-08	49,000,000	1,130,000	5	226,000
		Total KEIP	\$12,480,825	83	\$150,371.39
		Avg KEIP	\$1,248,083	8	\$213,231

**Metro Affiliates (Atlantic Express) KEIP is driven by collection of \$12M in receivables and not a 363 sale.

Source: PwC Analysis, Public Information

Total Cost Per Employee				
Outcome Range	Award Level	Total Cost	% of Value	Avg per Employee
Below \$23M	0%	\$0	0.0%	-
\$23M - \$28.9M	25%	350,000	1.8%	35,000
\$29M - \$34.9M	50%	700,000	2.8%	70,000
\$35M - \$36.9M	75%	1,050,000	3.5%	105,000
Above \$37M	100%	1,400,000	4.0%	140,000
Total Maximum Cost		\$1,400,000		

Source: PwC Analysis, Public Information

The comparable company KEIP dataset includes those with a planned 363 sale** with anticipated or actual proceeds less than \$75M and a filing date within the past five years.

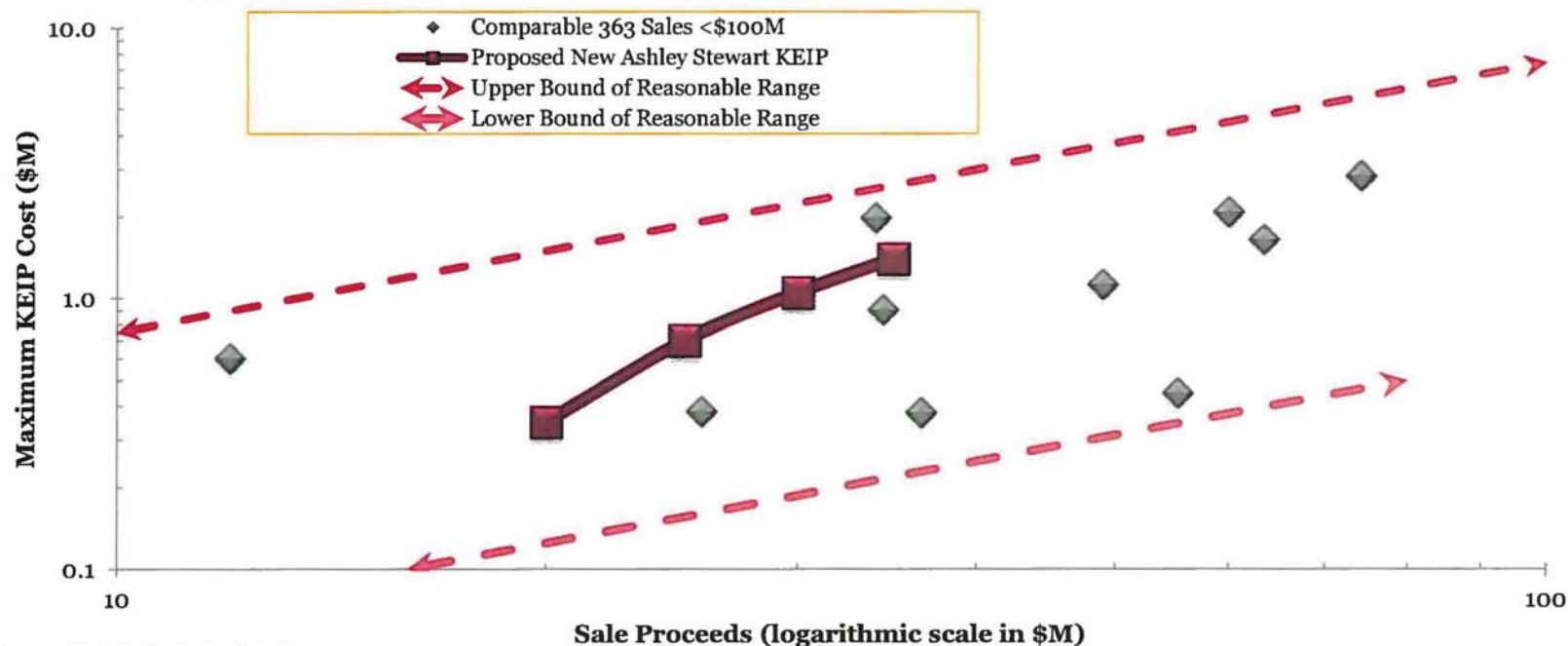
In comparison to other recent approved KEIPs, the NAS KEIP is fair and reasonable:

- NAS KEIP covers 10 executives and managers as compared to the average KEIP plan which covers 8 people.
- The NAS KEIP provides a progressively higher award for employees based on positive outcome for the estate.
- The NAS KEIP has a maximum cost of \$1.4M, which is just above the average KEIP.
- NAS KEIP has an average incentive award per employee of approximately \$140,000(based on the maximum award) vs the average award of \$150,000 for the comparable companies set.

Based on the analysis of comparable KEIPs, the New Ashley Stewart KEIP is consistent with industry standards

- The chart below displays the relationship between sale proceeds and maximum KEIP costs of the comparable companies set (identified on the previous page) and the range of values that can be achieved in the NAS KEIP.
- Comparable company data was plotted using actual and potential sale proceeds and the maximum cost of the KEIP.
- The proposed NAS KEIP is overlaid using the curved red line to connect each payout bracket.
- The NAS proposed KEIP falls within the bound of reasonable ranges based upon the comparable KEIPs summarized on the prior page.

Sale Contingent KEIPs



Source: PwC Analysis, Public Information

**NAS potential sale proceeds are presented based on the possible transaction sale proceeds*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MOBITV, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10457 (LSS)

Jointly Administered

Related Docket Nos. 85, 144, 145, 146, and 172

**ORDER APPROVING KEY EMPLOYEE
INCENTIVE PLAN FOR SENIOR LEADERSHIP EMPLOYEES**

The Court has considered the *Debtors' Motion for an Order (I) Approving Key Employee Incentive Plan for Senior Leadership Employees and (II) Approving Key Employee Retention Plan for Non-Insider Employees* [Docket No. 85] (the "Motion"),² the *Second Amended Key Employee Incentive Plan* [Docket No. 172-1] (the "Amended KEIP"), and the declarations in support thereof at Docket Nos. 85-3, 144, 145, and 146. The Court has reviewed the Motion and has found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, and that this Court may enter a final order consistent with Article III of the United States Constitution; (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the opportunity for a hearing was sufficient under the circumstances. After due deliberation, the Court has determined that the relief requested in the Motion as it relates to the Amended KEIP, as amended by the Notice, is in

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: MobiTV, Inc. (2422) and MobiTV Service Corporation (8357). The Debtors' mailing address is 1900 Powell Street, 9th Floor, Emeryville, CA 94608.

² A capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion.

the best interests of the Debtors, their estates, and their creditors and good and sufficient cause having been shown, therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. The terms of the Amended KEIP are hereby approved.
3. The Debtors are authorized, but not directed, to make any and all payments to Senior Leadership Employees under the Amended KEIP if the applicable condition(s) for any such respective payments are met, as described therein.
4. This Order shall be binding upon any successors and assigns of the Debtors, including any trustee appointed in these Chapter 11 Cases or in any superseding proceeding under chapter 7 of the Bankruptcy Code.
5. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

**Dated: April 14th, 2021
Wilmington, Delaware**


**LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
OneWeb Global Limited, <i>et al.</i>)	Case No. 20-22437 (RDD)
Debtors. ¹)	(Jointly Administered)

**ORDER (I) APPROVING KEY EMPLOYEE INCENTIVE PROGRAM
AND KEY EMPLOYEE RETENTION PROGRAM; (II) AUTHORIZING
PAYMENTS THEREUNDER; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”), pursuant to sections 363(b), 503(c)(3), and 507(a)(2) of the Bankruptcy Code, for an order approving the Debtors’ key employee retention program (“KERP” and key employee incentive program (“KEIP”), authorizing the payments thereunder, and granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been provided in accordance with the *Order Implementing Certain Notice and Case*

1 The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: OneWeb Global Limited (N/A); OneWeb Holdings LLC (5429); OneWeb Communications Limited (9487); WorldVu Satellites Limited (7802); WorldVu Development LLC (9067); WorldVu JV Holdings LLC (N/A); 1021823 B.C. LTD (8609); Network Access Associates Limited (8566); OneWeb Limited (8662); WorldVu South Africa (Pty) Ltd. (1867); OneWeb Chile SpA (2336); WorldVu Australia Pty Ltd. (5436); WorldVu Unipessoal Lda. (2455); OneWeb Norway AS (0209); OneWeb ApS (9191); OneWeb Network Access Holdings Limited (8580); OneWeb G.K. (1396); OneWeb Ltd (8661); WorldVu Mexico S. DE R. L. DE C.V. (1234). The Debtors' headquarters is located at 195 Wood Lane, West Works Building, 3rd Floor, London, W12 7FO, UK.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

Management Procedures [Docket No. 44], such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and upon the only remaining objection to the Motion, filed by the United States Trustee, all other opposition to the Motion having been resolved by the terms of this Order and withdrawn; and upon the Debtors' reply to the United States Trustee's objection; and the Court having reviewed the Motion and the declarations and supplemental declarations submitted in support of the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the "Hearing"); and upon the record of the Hearing and all of the proceedings herein; and, after due deliberation and for the reasons stated in its bench ruling at the Hearing, the Court having determined that the legal and factual bases set forth in the Motion establish good and sufficient cause for the relief granted herein and satisfy the applicable standards under 11 U.S.C. §§ 363(b) and 503(c); and it appearing that the relief granted herein is in the best interests of the Debtors, their estates, creditors, and all parties in interest; now, therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The KERF is approved, subject to paragraph 5 hereof. The Debtors are authorized (but not directed) to make payments to the Long-Term Employees and the Short-Term Employees pursuant to the terms of the KERF in the aggregate amount of \$3,000,000, without further application or order of this Court.
3. The KEIP, as set forth substantially in the form attached to the Motion as **Exhibit A**, is hereby approved, subject to paragraph 5 hereof.

KEIP, without further application or order of this Court.

assumption and assignment shall not require a cure payment by the Debtors or their estates.

the Local Bankruptcy Rules are satisfied by such notice.

are immediately effective and enforceable upon its entry.

related to the implementation, interpretation, and enforcement of this Order.

Dated: May 29, 2020
White Plains, New York

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in compliance with D.N.J. LBR 9004-2(c)

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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

In re:

REVEL AC, INC., et al.,

Debtors.¹

Chapter 11

Case No. 14-22654 (GMB)

Jointly Administered

Re: Docket Nos. 92, 333 & 354

**CORRECTED ORDER AUTHORIZING AND APPROVING
KEY EMPLOYEE INCENTIVE PLAN**

The relief set forth on the following pages two (2) through three (3) is hereby ORDERED:

DATED: 7/30/2014



Gloria M. Burns, Chief Judge
United States Bankruptcy Court Judge

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Revel AC, Inc. (3856), Revel AC, LLC (4456), Revel Atlantic City, LLC (9513), Revel Entertainment Group, LLC (2321), NB Acquisition, LLC (9387) and SI LLC (3856). The location of the Debtors' corporate headquarters is 500 Boardwalk, Atlantic City, New Jersey 08401.

(Page 2)

Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING KEY EMPLOYEE INCENTIVE PLAN

Upon the motion (the “Motion”)² of Revel AC, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) pursuant to sections 105(a), 363(b)(1) and 503 of the Bankruptcy Code, for entry of an order authorizing and approving a key employee incentive plan; and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion as set forth therein is sufficient under the circumstances, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is GRANTED; and it is further

ORDERED that the key employee incentive plan, in the form attached to hereto as Exhibit “1” (the “KEIP”), is hereby approved, and that the Debtors are authorized, but not directed, to make payments to the KEIP Participants pursuant to the KEIP; and it is further

ORDERED that each KEIP Participant must, prior to receiving any KEIP Payment, execute and deliver to the Debtors (without revocation within any statutorily-authorized period) a general release of known and unknown claims in favor of the Debtors and the Debtors’ affiliated persons and entities in a form consistent with the terms of the KEIP and satisfactory to the Debtors; and it is further

ORDERED that all amounts payable under the KEIP pursuant to this Order shall be deemed allowed administrative expenses of the Debtors’ estates under section 503(b) of the

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 3)

Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING KEY EMPLOYEE INCENTIVE PLAN

Bankruptcy Code from and after the Closing Date (as defined in the KEIP); provided, however, that all such amounts shall be payable pursuant to the terms of the KEIP; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to implementation of this Order; and it is further

ORDERED that the Debtors shall file the unredacted version of the KEIP disclosing the sale consideration milestones promptly upon the announcement of the Successful Bidder at the conclusion of the Auction.

Exhibit 1

(KEIP)

REVEL AC, INC. AND ITS AFFILIATED DEBTORS
KEY EMPLOYEE INCENTIVE PLAN (the "KEIP")

1. Purpose

The Plan is intended to provide incentives and rewards to key managers of the Debtors to effectuate the sale of the Debtors' assets in order to maximize recovery for the benefit of the Debtors' estates and creditor consistencies.

2. Definitions

- (a) "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101, et seq.
- (b) "Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey.
- (c) "Board" means the Board of Directors of Revel AC, Inc.
- (d) "Cause" shall mean (i) a KEIP Participant's failure to materially perform the duties for which he or she is employed, (ii) a KEIP Participant's willful violation of a material Debtors' policy, (iii) a KEIP Participant's commission of any act or acts of fraud, embezzlement, dishonesty or other willful misconduct, (iv) a KEIP Participant's material breach of any of his or her obligations under any written agreement or covenant with the Debtors, or (v) an act of dishonesty on the part of the KEIP Participant resulting or intended to result, directly or indirectly, in his or her gain for personal enrichment at the expense of the Debtors.
- (e) "Chapter 11 Cases" means those certain cases under chapter 11 of the Bankruptcy Code currently pending in the Bankruptcy Court and being jointly administered under Case No. 14-22654 (GMB).
- (f) "Closing Date" shall mean the date on which the Sale closes.
- (g) "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time, including regulations and rules thereunder and successor provisions and regulations and rules thereto.
- (h) "Debtors" means the debtors and debtors in possession in the Chapter 11 Cases.
- (i) "Disability" means "disabled" within the meaning of Section 409A of the Code and the regulations issued thereunder.
- (j) "KEIP Incentive Pool" shall be as defined in Section 5 hereof.
- (k) "KEIP Participants" means the individuals identified as participating in this Plan on Schedule 1 attached hereto.

- (l) “Petition Date” means June 19, 2014.
- (m) “Plan” means this Key Employee Incentive Plan.
- (n) “Sale” means the sale of all or substantially all of the Debtors’ assets.

3. Administration

The Board shall have exclusive authority to interpret, operate, manage and administer the Plan in accordance with its terms and conditions. The Board shall have full discretionary authority in all matters related to the discharge of their respective responsibilities and the exercise of their respective authority under the Plan. All determinations, decisions, actions and interpretations made or taken by the Board with respect to the Plan shall be final, conclusive and binding on all KEIP Participants and all other persons having or claiming to have any right or interest in or under the Plan, provided that the Board shall not be entitled to modify the conditions for eligibility for, or increase the amount of, the KEIP Incentive Pool. The Board may consider such factors as it deems relevant to making or taking such decisions, determinations, actions and interpretations, including the recommendations or advice of any director, officer or employee of the Debtors or an affiliate and such attorneys, consultants and accountants as the Board may select. A KEIP Participant may contest a decision or action by the Board with respect to such KEIP Participant only on the grounds that such decision or action was arbitrary or capricious or was unlawful, and any review of such decision or action shall be limited to determining whether the Board’s decision or action was arbitrary or capricious or was unlawful.

4. Bonus Opportunities

Each KEIP Participant will be eligible to be paid a bonus from the KEIP Incentive Pool described in Section 5.

5. KEIP Incentive Pools

Following the closing of a Sale, the Debtors shall make payments to the KEIP Participants in the collective aggregate amount (the “KEIP Incentive Pool”) of:

- (i) \$250,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus
- (ii) an additional \$250,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus
- (iii) an additional \$200,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus

- (iv) an additional \$200,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus
- (v) an additional \$200,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus
- (vi) an additional \$200,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus
- (vii) an additional \$200,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED]; plus
- (viii) an additional \$250,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding [REDACTED].

The amount of any KEIP Payments awarded to each KEIP Participant shall be determined by the Board in its discretion; provided, however, that the aggregate amount of all KEIP Payments made under this paragraph shall not exceed the aggregate amount set forth above.

6. Timing of Payments. Subject to Section 8, all payments of bonuses under the Plan (including payment to KEIP Participants who become entitled to payments pursuant to Section 7(b) hereof) shall be made in a lump-sum no earlier than fifteen (15) days following the closing of a Sale; provided, however, that with respect to each KEIP Participant, no more than 60% of the amounts payable to such KEIP Participant under the Plan shall be paid prior to the effective date of a confirmed chapter 11 plan in these Chapter 11 Cases.

7. Termination of Employment

(a) Subject to Section 7(b), any amount otherwise payable under the Plan will be forfeited in the event a KEIP Participant's employment with the Debtors is terminated for any reason prior to the closing of a Sale.

(b) If a KEIP Participant's employment with the Debtors is terminated without Cause, or due to death or Disability (as determined by the Debtors), prior to the Closing Date, then such KEIP Participant shall be entitled to receive, subject to such KEIP Participant's execution of the release set forth in Section 8 below, (i) any KEIP Payments that would have been earned under the KEIP had the KEIP Participant been employed through the Closing Date, divided by (ii) the number of days from the Petition Date through the Closing Date, multiplied by (iii) the number of days from the Petition Date through the Closing Date during which such KEIP Participant was employed by the Debtors. Notwithstanding the foregoing, no payment will be made to any such KEIP Participant after the date that is two and one half months following the end of the calendar year in which such termination occurs.

8. Release

All payments under the Plan shall be contingent upon a KEIP Participant executing and not revoking a full release of known and unknown claims such KEIP Participant may have against the Debtors in a form determined appropriate by the Debtors. Such release will include, but not be limited to, (i) any claim against the Debtors with respect to such employee's employment with the Debtors (other than accrued and unpaid salary, benefits, expense reimbursement, vacation and any indemnification) and (ii) if applicable, any claim, right, or interest to any previously unpaid amounts earned or accrued with respect to any previous plans, agreements, or policies related to retention, severance, bonuses, or incentives. Such release must be executed and be non-revocable prior to the date that is fifteen (15) days following the closing of a Sale (the "Release Date"). In the event that such release is not executed by the KEIP Participant or is revoked by the KEIP Participant prior to the Release Date, any payments under this Plan will be forfeited.

9. Section 409A

The Plan is intended to comply with, or satisfy an applicable exemption from, Section 409A of the Internal Revenue Code of 1986, as amended, and the Plan shall be administered and interpreted in accordance with such intention.

10. Miscellaneous

(a) The Plan shall constitute an unfunded, unsecured liability of the Debtors to make payments in accordance with the provisions of the Plan, and no individual shall have any security interest, ownership interest, or other interest in any assets of the Debtors in connection with the Plan. Neither the establishment of the Plan nor any obligation of the Debtors to make payments under the Plan shall be deemed to create a trust or a principal-agent relationship. This Plan does not constitute a term or condition of employment and no KEIP Participant shall have any right to receive payments hereunder, except to the extent all conditions relating to the receipt of such payments have been satisfied.

(b) Nothing in the Plan shall be construed or interpreted as giving any KEIP Participant the right to be employed or retained by the Debtors for any period or otherwise or impair the right of the Debtors to control their employees or to terminate the services of any employee at any time.

(c) Amounts payable under the Plan shall not be considered wages, salaries, or compensation under any employee benefit plan, except pursuant to the written terms of the Plan.

(d) The Debtors shall be entitled to withhold from any amount due and payable by the Debtors to any KEIP Participant (or secure payment from such KEIP Participant in lieu of withholding) the amount of any withholding or other tax due from the Debtors with respect to any amount payable to such KEIP Participant under this Plan.

(e) If a KEIP Participant becomes entitled to any payments under the Plan, and if at such time such KEIP Participant has outstanding any debt, obligation, or other liability representing an amount owing to the Debtors (whether or not such liability is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, or equitable),

then the Debtors may offset such amount against the amount otherwise distributable to such KEIP Participant to the extent permitted by applicable law.

(f) No person otherwise eligible to receive any payment under the Plan shall have any rights to pledge, assign, transfer, sell, or otherwise dispose of all or any portion of such payments, either directly or by operation of law, including, without limitation, by execution, levy, garnishment, attachment, pledge, or bankruptcy. If a KEIP Participant is not living at the time any payments are otherwise payable to him or her in accordance with the Plan, such payments shall be paid as designated by the KEIP Participant by will or by the laws of descent and distribution.

(g) The Plan made and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the principles of conflict of laws, except as superseded by applicable federal law.

Schedule 1

(List of KEIP Participants)

[Filed Under Seal]



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in compliance with D.N.J. LBR 9004-2(c)

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(305) 371-2700/fax (305) 358-5744

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

In re:

REVEL AC, INC., et al.,

Debtors.¹

Chapter 11

Case No. 14-22654 (GMB)

Jointly Administered

Re: Docket Nos. 92 & ____

**ORDER AUTHORIZING AND APPROVING
KEY EMPLOYEE INCENTIVE PLAN**

The relief set forth on the following pages two (2) through three (3) is hereby ORDERED:

DATED: 7/30/2014

7/30/14

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Revel AC, Inc. (3856), Revel AC, LLC (4456), Revel Atlantic City, LLC (9513), Revel Entertainment Group, LLC (2321), NB Acquisition, LLC (9387) and SI LLC (3856). The location of the Debtors' corporate headquarters is 500 Boardwalk, Atlantic City, New Jersey 08401.

(Page 2)

Debtors: Revel AC, Inc., et al.
Case No.: 14-22654 (GMB)
Caption of Order: ORDER AUTHORIZING AND APPROVING KEY EMPLOYEE INCENTIVE PLAN

Upon the motion (the “Motion”)² of Revel AC, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) pursuant to sections 105(a), 363(b)(1) and 503 of the Bankruptcy Code, for entry of an order authorizing and approving a key employee incentive plan; and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion as set forth therein is sufficient under the circumstances, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is GRANTED; and it is further

ORDERED that the key employee incentive plan, in the form attached to hereto as Exhibit “1” (the “KEIP”), is hereby approved, and that the Debtors are authorized, but not directed, to make payments to the KEIP Participants pursuant to the KEIP; and it is further

ORDERED that each KEIP Participant must, prior to receiving any KEIP Payment, execute and deliver to the Debtors (without revocation within any statutorily-authorized period) a general release of known and unknown claims in favor of the Debtors and the Debtors’ affiliated persons and entities in a form consistent with the terms of the KEIP and satisfactory to the Debtors; and it is further

ORDERED that all amounts payable under the KEIP pursuant to this Order shall be deemed allowed administrative expenses of the Debtors’ estates under section 503(b) of the

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 3)

Debtors: Revel AC, Inc., et al.
Case No.: 14-22654 (GMB)
Caption of Order: ORDER AUTHORIZING AND APPROVING KEY EMPLOYEE INCENTIVE PLAN

Bankruptcy Code from and after the Closing Date (as defined in the KEIP); provided, however, that all such amounts shall be payable pursuant to the terms of the KEIP; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to implementation of this Order; *and it is further*

ORDERED That the Debtor shall file the unredacted version of the KEIP disclosing the sale consideration milestones promptly upon the announcement of the Successful Bidder at the conclusion of the Auction.

Exhibit 1

(KEIP)

REVEL AC, INC. AND ITS AFFILIATED DEBTORS

KEY EMPLOYEE INCENTIVE PLAN (the “KEIP”)

1. Purpose

The Plan is intended to provide incentives and rewards to key managers of the Debtors to effectuate the sale of the Debtors’ assets in order to maximize recovery for the benefit of the Debtors’ estates and creditor consistencies.

2. Definitions

(a) “Actual Operating Cash Flow” means, for any given period, the Debtors’ actual operating cash flow as calculated by the Board in a manner that (i) is consistent with the income and expense categories included in Budgeted Operating Cash Flow and (ii) excludes, at the Board’s discretion, any non-ordinary, one-time income or expenses.

(b) “Approved Budget” means that certain budget attached to the Interim DIP Order as Exhibit “B”, subject to adjustment for any waivers granted, and as may be amended from time to time, in each case with the consent of the DIP Agent and the Required Lenders.

(c) “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101, et seq.

(d) “Bankruptcy Court” means the United States Bankruptcy Court for the District of New Jersey.

(e) “Board” means the Board of Directors of Revel AC, Inc.

(f) “Budgeted Operating Cash Flow” means, for any given period, the cumulative amount of operating cash flow budgeted for such period in the Approved Budget.

(g) “Cause” shall mean (i) a KEIP Participant's failure to materially perform the duties for which he or she is employed, (ii) a KEIP Participant’s willful violation of a material Debtors’ policy, (iii) a KEIP Participant’s commission of any act or acts of fraud, embezzlement, dishonesty or other willful misconduct, (iv) a KEIP Participant’s material breach of any of his or her obligations under any written agreement or covenant with the Debtors, or (v) an act of dishonesty on the part of the KEIP Participant resulting or intended to result, directly or indirectly, in his or her gain for personal enrichment at the expense of the Debtors.

(h) “Chapter 11 Cases” means those certain cases under chapter 11 of the Bankruptcy Code currently pending in the Bankruptcy Court and being jointly administered under Case No. 14-22654 (GMB).

(i) “Closing Date” shall mean the date on which the Sale closes.

- (j) “Code” means the Internal Revenue Code of 1986, as it may be amended from time to time, including regulations and rules thereunder and successor provisions and regulations and rules thereto.
- (k) “Debtors” means the debtors and debtors in possession in the Chapter 11 Cases.
- (l) “DIP Agent” shall be as defined in the Interim DIP Order.
- (m) “DIP Credit Agreement” means that certain debtor in possession credit agreement attached to the Interim DIP Order as Exhibit “A”.
- (n) “DIP Loan” means the Debtors’ debtor in possession financing approved by the Bankruptcy Court on an interim basis pursuant to the Interim DIP Order.
- (o) “Disability” means "disabled" within the meaning of Section 409A of the Code and the regulations issued thereunder.
- (p) “Interim DIP Order” means that certain order entered by the Bankruptcy Court on June 20, 2014 and listed on the Bankruptcy Court’s docket for the Chapter 11 Cases as Docket No. 49.
- (q) “KEIP Incentive Pool” shall be as defined in Section 5 hereof.
- (r) “KEIP Participants” means the individuals identified as participating in this Plan on Schedule 1 attached hereto.
- (s) “Petition Date” means June 19, 2014.
- (t) “Plan” means this Events Rentals, Inc. Key Employee Incentive Plan.
- (u) “Required Lenders” shall be as defined in the DIP Credit Agreement.
- (v) “Sale” means the sale of all or substantially all of the Debtors’ assets.

3. Administration

The Board shall have exclusive authority to interpret, operate, manage and administer the Plan in accordance with its terms and conditions. The Board shall have full discretionary authority in all matters related to the discharge of their respective responsibilities and the exercise of their respective authority under the Plan. All determinations, decisions, actions and interpretations made or taken by the Board with respect to the Plan shall be final, conclusive and binding on all KEIP Participants and all other persons having or claiming to have any right or interest in or under the Plan, provided that the Board shall not be entitled to modify the conditions for eligibility for, or increase the amount of, the KEIP Incentive Pool. The Board may consider such factors as it deems relevant to making or taking such decisions, determinations, actions and interpretations, including the recommendations or advice of any director, officer or employee of the Debtors or an affiliate and such attorneys, consultants and accountants as the Board may select. A KEIP Participant may contest a decision or action by the Board with respect to such KEIP Participant only on the grounds that such decision or action was arbitrary or capricious or

was unlawful, and any review of such decision or action shall be limited to determining whether the Board's decision or action was arbitrary or capricious or was unlawful.

4. Bonus Opportunities

Each KEIP Participant will be eligible to be paid a bonus from the KEIP Incentive Pool described in Section 5.

5. KEIP Incentive Pools

Following the closing of a Sale, the Debtors shall make payments to the KEIP Participants in the collective aggregate amount (the "KEIP Incentive Pool") of:

- (i). \$175,000, contingent upon achieving Actual Operating Cash Flow equaling or exceeding Budgeted Operating Cash Flow for the period from the Petition Date through and including the Closing Date; plus
- (ii). an additional \$250,000, contingent upon achieving Actual Operating Cash Flow that is at least 2.5% better than Budgeted Operating Cash Flow for the period from the Petition Date through and including the Closing Date; plus
- (iii). an additional \$250,000, contingent upon achieving Actual Operating Cash Flow that is at least 5% better than Budgeted Operating Cash Flow for the period from the Petition Date through and including the Closing Date; plus
- (iv). an additional \$275,000, contingent upon achieving Actual Operating Cash Flow that is at least 7.5% better than Budgeted Operating Cash Flow for the period from the Petition Date through and including the Closing Date; plus
- (v). an additional \$275,000, contingent upon achieving Actual Operating Cash Flow that is at least 10% better than Budgeted Operating Cash Flow for the period from the Petition Date through and including the Closing Date; plus
- (vi). an additional \$300,000, contingent upon achieving Actual Operating Cash Flow that is at least 12.5% better than Budgeted Operating Cash Flow for the period from the Petition Date through and including the Closing Date; plus
- (vii). an additional \$225,000, contingent upon the aggregate amount of cash and credit bid consideration (excluding assumed liabilities) received in the Sale equaling or exceeding \$150 million.

The amount of any KEIP Payments awarded to each KEIP Participant shall be determined by the Board in its discretion; provided, however, that the aggregate amount of all KEIP Payments made under this paragraph shall not exceed the aggregate amount set forth above.

6. Timing of Payments. Subject to Section 8, all payments of bonuses under the Plan (including payment to KEIP Participants who become entitled to payments pursuant to Section

7(b) hereof) shall be made in a lump-sum no earlier than fifteen (15) days following the closing of a Sale.

7. Termination of Employment

(a) Subject to Section 7(b), any amount otherwise payable under the Plan will be forfeited in the event a KEIP Participant's employment with the Debtors is terminated for any reason prior to the closing of a Sale.

(b) If a KEIP Participant's employment with the Debtors is terminated without Cause, or due to death or Disability (as determined by the Debtors), prior to the Closing Date, then such KEIP Participant shall be entitled to receive, subject to such KEIP Participant's execution of the release set forth in Section 8 below, (i) any KEIP Payments that would have been earned under the KEIP had the KEIP Participant been employed through the Closing Date, divided by (ii) the number of days from the Petition Date through the Closing Date, multiplied by (iii) the number of days from the Petition Date through the Closing Date during which such KEIP Participant was employed by the Debtors. Notwithstanding the foregoing, no payment will be made to any such KEIP Participant after the date that is two and one half months following the end of the calendar year in which such termination occurs.

8. Release

All payments under the Plan shall be contingent upon a KEIP Participant executing and not revoking a full release of known and unknown claims such KEIP Participant may have against the Debtors in a form determined appropriate by the Debtors. Such release will include, but not be limited to, (i) any claim against the Debtors with respect to such employee's employment with the Debtors (other than accrued and unpaid salary, benefits, expense reimbursement, vacation and any indemnification) and (ii) if applicable, any claim, right, or interest to any previously unpaid amounts earned or accrued with respect to any previous plans, agreements, or policies related to retention, severance, bonuses, or incentives. Such release must be executed and be non-revocable prior to the date that is fifteen (15) days following the closing of a Sale (the "Release Date"). In the event that such release is not executed by the KEIP Participant or is revoked by the KEIP Participant prior to the Release Date, any payments under this Plan will be forfeited.

9. Section 409A

The Plan is intended to comply with, or satisfy an applicable exemption from, Section 409A of the Internal Revenue Code of 1986, as amended, and the Plan shall be administered and interpreted in accordance with such intention.

10. Miscellaneous

(a) The Plan shall constitute an unfunded, unsecured liability of the Debtors to make payments in accordance with the provisions of the Plan, and no individual shall have any security interest, ownership interest, or other interest in any assets of the Debtors in connection with the Plan. Neither the establishment of the Plan nor any obligation of the Debtors to make payments

under the Plan shall be deemed to create a trust or a principal-agent relationship. This Plan does not constitute a term or condition of employment and no KEIP Participant shall have any right to receive payments hereunder, except to the extent all conditions relating to the receipt of such payments have been satisfied.

(b) Nothing in the Plan shall be construed or interpreted as giving any KEIP Participant the right to be employed or retained by the Debtors for any period or otherwise or impair the right of the Debtors to control their employees or to terminate the services of any employee at any time.

(c) Amounts payable under the Plan shall not be considered wages, salaries, or compensation under any employee benefit plan, except pursuant to the written terms of the Plan.

(d) The Debtors shall be entitled to withhold from any amount due and payable by the Debtors to any KEIP Participant (or secure payment from such KEIP Participant in lieu of withholding) the amount of any withholding or other tax due from the Debtors with respect to any amount payable to such KEIP Participant under this Plan.

(e) If a KEIP Participant becomes entitled to any payments under the Plan, and if at such time such KEIP Participant has outstanding any debt, obligation, or other liability representing an amount owing to the Debtors (whether or not such liability is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, or equitable), then the Debtors may offset such amount against the amount otherwise distributable to such KEIP Participant to the extent permitted by applicable law.

(f) No person otherwise eligible to receive any payment under the Plan shall have any rights to pledge, assign, transfer, sell, or otherwise dispose of all or any portion of such payments, either directly or by operation of law, including, without limitation, by execution, levy, garnishment, attachment, pledge, or bankruptcy. If a KEIP Participant is not living at the time any payments are otherwise payable to him or her in accordance with the Plan, such payments shall be paid as designated by the KEIP Participant by will or by the laws of descent and distribution.

(g) The Plan made and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the principles of conflict of laws, except as superseded by applicable federal law.

Schedule 1

(List of KEIP Participants)

[Filed Under Seal]



Order Filed on June 13, 2024
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
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Proposed Counsel to Debtors and Debtors in Possession

In re:

SAM ASH MUSIC CORPORATION, *et al.*

Debtors.¹

Chapter 11

Case No. 24-14727 (SLM)

Judge: Stacey L. Meisel

(Jointly Administered)

**ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY
EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through six (6), is hereby
ORDERED.

DATED: June 13, 2024

A handwritten signature in cursive script that reads "Stacey L. Meisel".
Honorable Stacey L. Meisel
United States Bankruptcy Judge

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation's principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

(Page 2)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 105(a), 363(b), 503(b), 503(c) and 507(a)(2) of title 11 of the United States Code (the “Bankruptcy Code”) for entry of an Order (a) authorizing, but not directing, the Debtors to implement the proposed key employee incentive plan (the “KEIP”) and key employee retention plan (the “KERP”), (b) granting administrative expense priority status to the incentive and retention payments, and (c) granting such other relief as the Court deems appropriate; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28. U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given as provided in the Motion, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Motion need be provided; and the Court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and upon the *Declaration of Jordan Meyers in Support of Debtors’ Motion for Entry of an Order Approving Debtors’ Key Employee Incentive Plan and Key Employee Retention Plan*, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 3)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

the Debtors, their respective estates and creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The KERP and KEIP Plan attached hereto as Exhibit 1 is approved as modified herein.
3. The Debtors are authorized, but not directed, to take all actions necessary to implement the KERP and KEIP Plan and to make all payments provided under such plans to or on behalf of the Participants in accordance with the terms of this Order.
4. All amounts earned and payable under the KERP and KEIP Plan shall have administrative expense priority under sections 503(a) and 507(a)(2) of the Bankruptcy Code to the extent earned and payable as set forth in the KERP and KEIP Plan and this Order.
5. All amounts earned and payable under the KERP and KEIP Plan shall be paid within 10 days following the effective date of a chapter 11 plan.
6. The Debtors shall provide counsel to the Official Committee of Unsecured Creditors (the "Committee") with reasonably practicable notice of the termination or resignation of any KERP Participant or KEIP Participant. In the event a KERP Participant or KEIP Participant is not employed by the Debtors on or during the KERP Effective Date or KEIP Effective Date, respectively, the Debtors (i) are authorized to make payments to such Participants, if any, but only

(Page 4)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

in accordance with the KERP and KEIP Plan, and (ii) are not authorized to allocate any unused dollars under the KERP or KEIP to other KERP Participants or KEIP Participants, respectively.

7. The KERP and KEIP Plan is hereby modified such that (a) any eligible KEIP Participant will be entitled to (i) 50% of the KEIP Bonus in the event the Debtors sell their Samson business for in excess of \$7.5 million; and (ii) 50% of the KEIP Bonus in the event the Debtors sell all of their assets for an aggregate amount in excess of \$10 million (in both instances, including the sale of the Samson business, but excluding the store closing sales and existing credit bid stalking horse asset purchase agreement with Tiger Finance, LLC), and (b) in order to receive a KEIP Bonus or KERP Bonus, each KEIP Participant and KERP Participant shall be required to waive any claims against the Debtors, including any right to any other performance bonus, retention, or severance compensation otherwise payable to them by the Debtors pursuant to any prepetition bonus plan or employment agreement, but excluding any claims for unpaid paid time off and wages authorized by any *Final Order (I) Authorizing The Debtors To (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, And Reimbursable Employee Expenses And (B) Continue Employee Benefits Programs And (II) Granting Related Relief*.

8. Schedules I and II to the KERP and KEIP Plan may be modified by the Debtors, in consultation with the Committee, provided that such modification: (i) is on five (5) days prior written notice to the notice parties set forth in the Motion and the Committee; (ii) is consistent with the Motion; and (iii) does not increase the total amounts payable under the KEIP or KERP as authorized by this Order or is otherwise inconsistent with the *Order (I) Authorizing the Debtors to*

(Page 5)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

Obtain Postpetition Financing, (II) Authorizing Use of Cash Collateral and Affording Adequate Protection; (III) Granting Liens and Providing Superpriority Administrative Expense Status; (IV) Modifying Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 49].

9. Nothing in this Order shall be deemed to authorize the payment of any severance payments to insiders of the Debtors or that are otherwise subject to sections 503(c)(1) or 503(c)(2) of the Bankruptcy Code.

10. Nothing in the Motion or this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates or (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates.

11. Notwithstanding anything to the contrary in the Motion or this Order, any payment made by the Debtors pursuant to the authority granted in this Order must be in compliance with and any authorization of the Debtors contained herein is subject to: (a) any interim or final orders entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any budget or cash flow forecasts in connection therewith.

12. Notwithstanding the relief granted herein or any action taken hereunder, nothing contained in this Order shall itself create any right to future employment or entitlements to any

(Page 6)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

Participant.

13. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Rule 6004(a) of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

17. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit 1

KERP AND KEIP PLAN

SAM ASH MUSIC CORPORATION AND ITS AFFILIATED DEBTORS KEY EMPLOYEE INCENTIVE AND KEY EMPLOYEE RETENTION PLANS

KERP AND KEIP OBJECTIVES

The Key Employee Retention Plan (the “KERP”) and Key Employee Incentive Plan (the “KEIP”) of Sam Ash Music Corporation and its debtor affiliates (collectively, the “Company” or the “Debtors”) described herein are designed to encourage the retention of certain valuable, hard-to-replace, non-senior management employees (collectively, the “KERP Participants”), and to provide performance incentives to certain senior management (collectively, the “KEIP Participants”) who are essential to the Company’s restructuring and will aid in maximizing the value of the Company for the benefits of its stakeholders.

THE KERP

The KERP is designed to help ensure that valuable, hard-to-replace, non-insider, non-senior management employees who are important to the Debtors’ restructuring are retained and properly motivated to preserve and maximize the value of the Debtors’ business for the benefit of the Debtors’ stakeholders in the Company’s chapter 11 cases (the “Chapter 11 Cases”). The Debtors wish to provide a bonus to the KERP Participants so that they are committed to this goal. The Debtors have identified the KERP Participants as important to the success of their restructuring efforts. The KERP will encourage these non-insider employees to remain with the Debtors as they pursue their restructuring efforts, as well as to help manage the Company’s ongoing operations and the administration of the Debtors’ estates during the Chapter 11 Cases.

KERP PARTICIPANTS AND KERP BONUSES

The Debtors have identified the employees listed on Schedule I attached hereto to participate in the KERP. Each KERP Participant was carefully selected by management and deemed critical to the Company’s ability to maximize value for the benefit of all interested parties. Without payments under the proposed KERP, the Company believes that the KERP Participants are likely to pursue alternative employment, harming the value of the estates and negatively affecting the Debtors’ restructuring efforts.

“KERP Bonuses” will be payable to each KERP Participant in the respective amounts identified on Schedule I (the “KERP Bonuses”). The KERP Bonuses represent fixed cash amounts payable in one installment based on continued employment of the KERP Participant through the sale process *and* confirmation of a plan of liquidation. The KERP Bonuses shall be paid within 10 days following the effective date of a chapter 11 plan (the “KERP Effective Date”).

There are currently twenty-one (21) KERP Participants, and the total potential aggregate payout under the KERP is approximately \$234,400.00. The KERP Bonuses on average equal 10% of the KERP Participants’ annual salary.

THE KEIP

The KEIP is designed to incentivize the KEIP Participants, who hold critical operational leadership or corporate management positions, to preserve and maximize the value of the

Company's business for the benefit of its stakeholders in the Chapter 11 Cases. The Debtors rely on the KEIP Participants' expertise to make decisions that support the operations and drive the financial performance of the Company's business. The KEIP Participants are responsible for, among other things, essential day-to-day business functions, executing the Debtors' business plan, implementing the operational goals of the Debtors' restructuring, participating in the Debtors' efforts to successfully effectuate a sale of the eCommerce business, participating in the Debtors' efforts related to the store closing sales, assisting counsel in the preparation of essential reporting and bankruptcy-related documents, and responding to requests for diligence by non-debtor parties in connection with the restructuring process. Given their essential role in the Debtors' enterprise as officers, these individuals are best-positioned to drive performance and results with respect to the Debtors' restructuring goals and have taken on substantial tasks and responsibilities to help effectuate and further the Debtors' proposed restructuring, in addition to their existing responsibilities.

KEIP PARTICIPANTS, METRIC AND PAYMENT AMOUNTS

Each KEIP Participant, with his or her title and potential "KEIP Bonus," is set forth on Schedule II attached hereto. There are four (4) KEIP Participants, which were identified by the Debtors. The KEIP Participants may earn in the aggregate \$107,000 in incentive awards (the "KEIP Bonus") which will be payable, if at all, as follows: (i) 75% of the KEIP Bonus in the event the Debtors sell their Samson business for in excess of \$7.5 million; and (ii) 25% of the KEIP Bonus in the event the Debtors sell all of their assets for an aggregate amount in excess of \$10 million (*including* the sale of the Samson business, but *excluding* the store closing sales and existing credit bid stalking horse asset purchase agreement with Tiger Finance, LLC).

The KEIP Bonuses shall be paid within 10 days following the effective date of a chapter 11 plan (the "KEIP Effective Date").

CONDITIONS AND TIMING OF PAYMENT OF BONUSES

The KERP and KEIP are subject to authorization and approval by the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

In addition to the KEIP requirements above, in order to earn a KEIP Bonus, the KEIP Participant must be employed by the Debtors on the KEIP Effective Date unless, prior to such date, the KEIP Participant (i) is involuntarily terminated by the Debtors for any reason other than "for Cause," (ii) is placed on disability, or (iii) dies. The KEIP Bonuses shall vest on the KEIP Effective Date.

In addition to the KERP requirements above, in order to earn a KERP Bonus, the KERP Participant must be employed by the Debtors on the KERP Effective Date unless, prior to such date, the KERP Participant (i) is involuntarily terminated by the Debtors for any reason other than "for Cause," (ii) is placed on disability, or (iii) dies. The KERP Bonuses shall vest on the KERP Effective Date.

“CAUSE” DEFINED

For purposes of the KERF and KEIP, the term “for Cause” means, either before or after adoption of the KEIP or KERF:

- Refusal to follow the lawful instructions of a direct supervisor;
- A finding by a legal or administrative court or tribunal that the KEIP Participant or KERF Participant engaged in fraud or willful misconduct, or was grossly negligent, in the performance of his or her duties;
- A material and direct conflict of interest, not specifically waived in advance by the Company;
- Unauthorized use or disclosure of confidential information that belongs to the Company or its customers, employees or vendors;
- Repeated absences from work that the Company reasonably determines to be materially adverse to the best interests of the Company; or
- Other material misconduct including, but not limited to: falsification of the Company’s records, theft, sexual harassment, or possession of firearms, controlled substances or illegal drugs on the Company’s premises or while performing the Company’s business.

FURTHER ACTIONS

As a condition to each KEIP Participant’s or KERF Participant’s eligibility to participate in the KEIP or KERF, as applicable, such participant shall agree to take such further actions as are reasonably requested by the Company, including such actions as the Company may reasonably request subsequent to the termination or resignation of such participant’s employment with the Company to assist the Company as needed, including in the conduct of the Chapter 11 Cases and to resolve any matters in which such participant was involved during his or her tenure at the Company.

CHANGE OF ADDRESS

The KEIP Participants and KERF Participants shall be responsible for notifying the Company of any change of address before payment is made by email notification to the Company’s counsel, Cole Schotz P.C., Attn: Ryan T. Jareck, Esq. (rjareck@coleschotz.com) and Matteo Percontino (mpercontino@coleschotz.com).

PROMISE OF CONTINUED EMPLOYMENT

The KERF and KEIP, and any KEIP Participant’s or KERF Participant’s selection as a participant in the KEIP or KERF, respectively, does not, and is in no manner intended to constitute, a promise of employment for any period of time or to change a KEIP Participant’s or KERF Participant’s status, if applicable, as an at will employee subject to termination at any time for any reason.

TAXES

All payments made pursuant to the KEIP or KERP shall be subject to standard withholding and deductions on wages. Neither the Company nor its officers or agents make or has made any representation about the tax consequences of any payments or benefits offered by the Company to any KEIP Participant or KERP Participant.

SEVERABILITY

If any provision of the KEIP or KERP is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of the KEIP or KERP and the provision in question shall be modified as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible. Any waiver of or breach of any of the terms of the KEIP or KERP shall not operate or be construed as a waiver of any other breach of such terms or conditions or of any other terms and conditions, nor shall any failure to enforce any provision hereof operate or be construed as a waiver of such provision or of any other provision

CHOICE OF LAW AND VENUE

The KEIP and KERP shall both be governed by the laws of the State of New York, notwithstanding that State's conflict of law provisions. The Company and each KEIP Participant and KERP Participant shall: (i) irrevocably and unconditionally consent to the exclusive jurisdiction of the Bankruptcy Court; (ii) irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of or related to the KEIP or KERP in the Bankruptcy Court; and (iii) irrevocably and unconditionally waive and agree not to plead or claim that any such action, suit, or proceeding brought in the Bankruptcy Court has been brought in an inconvenient forum.

ENTIRE AGREEMENT AND AMENDMENT

This document constitutes the complete, final and exclusive embodiment of the terms and conditions of the KERP and KEIP and may only be modified in writing signed by an authorized officer of the Company. Any agreement between any KEIP Participant or KERP Participant and the Company with regard to the KEIP or KERP, as applicable, and its subject matter is superseded in its entirety by this document.

NO ASSIGNMENT

The rights of a KEIP Participant or KERP Participant or any other person to any payment or other benefits under the KEIP or KERP, as applicable, may not be assigned, transferred, pledged, or encumbered except by will or the laws of descent and distribution.

Schedule I – KERP Participants and Payment Amounts

[FILED UNDER SEAL]

Schedule II – KEIP Participants and KEIP Bonus Information

[FILED UNDER SEAL]

Exhibit 9

(KERP Orders)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

AGWAY FARM & HOME SUPPLY, LLC,

Debtor.¹

Chapter 11

Case No. 22-10602 (JKS)

Re D.I. No. 70

**AMENDED ORDER GRANTING DEBTOR'S MOTION FOR AN ORDER APPROVING
(1) KEY EMPLOYEE INCENTIVE PLAN; (2) KEY EMPLOYEE RETENTION PLAN,
AND (3) GRANTING RELATED RELIEF**

Upon the Motion of the Agway Farm & Home Supply, LLC, the debtor and debtor in possession in the above captioned case (the "Debtor"), for an Order Approving (1) Key Employee Incentive Plan; (2) Key Employee Retention Plan; and (3) Granting Related Relief to (A) Assume Existing Insurance Policies; and (B) Pay all Obligations in Respect Thereof (the "Motion");² and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed and considered the Preliminary Objection of the Official Committee of Unsecured Creditors to the Motion (Docket No. 88) and the Objection of the United States Trustee to the Motion (Docket No. 92; and the Court having determined that the relief requested in the Motion is necessary to the ongoing orderly operation of the Debtor's business and is in the best interests of the Debtor, its estate, and its creditors; and it appearing that the notice of the Motion having been given as set forth herein was appropriate and that no other or further notice need be given; and after

¹ The last four digits of the Debtor's federal tax identification number are 1247. The Debtor's address is 6606 W. Broad Street, Richmond, VA 23230.

² Capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

due deliberation and good and sufficient cause appearing therefor; and since the entry of the Order Approving (1) Key Employee Incentive Plan; (2) Key Employee Retention Plan; and (3) Granting Related Relief [Docket No. 134];

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Except as provided to the contrary herein, all objections to the Motion or the relief provided herein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled and denied.
3. The KEIP and the KERP are each approved on the terms described in the Motion with the following modifications: (1) The amount of the KEIP will be calculated based on the sale proceeds from the Sale Process other than any sale proceeds that result from the Debtor's de minimis asset sales of inventory at discounted rates ("De Minimis Asset Sales"). In other words, any sale proceeds from De Minimis Asset Sales will not count toward the calculation of the KEIP amount to be paid; and (2) The total paid to the KERP Employees under the KERP shall not exceed \$330,000.00.
4. The Debtor is authorized to take all actions necessary to implement the KEIP and the KERP, and to make all payments provided under such plans.
5. All amounts earned and payable under the KEIP and the KERP shall have administrative expense priority under sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code for all purposes in this Case and in any other case under the Bankruptcy Code to which this Case may be converted.
6. This Order shall be effective and enforceable immediately upon entry, and any

stay applicable under the Bankruptcy Rules or the Local Rules is hereby expressly waived and shall not apply.

7. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: November 21st, 2022
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----	x
In re:	: Chapter 11
	:
KB TOYS, INC.	: Case No. 08-13269 (KJC)
a Delaware corporation, <u>et al.</u> ,	:
	: Jointly Administered
Debtors.	:
-----	x
	Ref. Docket No.: 70

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b) AND 503(c)
APPROVING THE DEBTORS' NON-INSIDER HEADQUARTERS AND FIELD STAFF
EMPLOYEE RETENTION PLAN AND CERTAIN OTHER RELATED RELIEF**

Upon consideration of the motion (the "Motion")¹ of KB Toys Inc., a Delaware corporation, and certain of its direct and indirect subsidiaries, the debtors and debtors in possession in the above cases (collectively, the "Debtors")² for entry of an order, pursuant to sections 105(a), 363(b) and 503(c) of the Bankruptcy Code, approving the Debtors' Retention Plan and certain other related relief; the Court having reviewed the Motion; the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (iii) notice of the Motion was sufficient under the circumstances and no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

² The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: KB Toys, Inc. (0658), KB Toy of Massachusetts, Inc. (6093), KB Toys Retail, Inc. (3156), KB Toys Gift Cards, Inc. (9425), KB Toys Puerto Rico, Inc. (2716), KB Toys Merchandising, Inc. (4697), Creative Innovations & Sourcing HK, Inc. (6974), Creative Innovations & Sourcing, LLC (9936), and KB Holdings, LLC (7797). The Debtors' executive headquarters' address is 100 West Street Pittsfield, MA 01201.

in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that the Motion is GRANTED; and it is further

ORDERED, that the Debtors are authorized in the exercise of their discretion and consistent with the budget governing the Debtors' use of cash collateral, to make the Payments as set forth in the Motion and in accordance with the terms of the Retention Plan; and it is further

ORDERED, that, the authorization granted hereby to make the Payments under the Retention Plan shall not create any obligation on the part of the Debtors or their officers, directors, attorneys or agents to make Payments under the Retention Plan and none of the foregoing persons shall have any liability on account of any decision by the Debtors not to honor the Retention Plan; and it is further

ORDERED, that entry of this Order is without prejudice to the right of the Debtors and their estates to apply to the Court for additional payments or consideration to be made to any employee, whether subject to section 503(c) of the Bankruptcy Code or otherwise. All parties in interest reserve all rights to object to any such payment or consideration; and it is further

ORDERED, that, neither this Order nor any payment or performance by the Debtors authorized hereunder shall be deemed an assumption of any executory contract or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contracts; and it is further

ORDERED, that notwithstanding anything to the contrary in the Court's Interim Order (i) Authorizing Use of Cash Collateral, (ii) Granting Adequate Protection, (iii) Modifying the Automatic Stay, and (iv) Scheduling a Final Hearing [Docket No. 47], and any final order entered with respect thereto (collectively, the "Cash Collateral Order"), and the Second Lien

Agent (on behalf of itself and the Second Lien Lenders, as those terms are defined in the Cash Collateral Order) having consented on the record to the provisions of this paragraph, any and all obligations of the Debtors and their estates, for payments required to be made under the Retention Plan, shall be and hereby are, but only as and to the extent not previously made by the Debtors, (a) entitled to allowance as administrative expenses in these cases, and (b) entitled to payment prior to, and made senior in all respects to (i) the Pre-Petition Second Lien Obligations (as defined in the Cash Collateral Order) and all liens and claims (including, without limitation, claims arising under section 507(b) of the Bankruptcy Code) securing, arising from or relating to the same, (ii) the Junior Adequate Protection Liens (as defined in the Cash Collateral Order) and all claims (including, without limitation, claims arising under section 507(b) of the Bankruptcy Code) arising from or relating to the same, and (iii) the Junior Adequate Protection Superpriority Claim (as defined in the Cash Collateral Order).

ORDERED, that notwithstanding any applicability of Federal Rule of Bankruptcy Procedure 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that this Court shall retain jurisdiction over any matters arising from or related to the implementation or interpretation of this Order.

Dated: January 6, 2009
Wilmington, Delaware



Kevin J. Carey
Chief United States Bankruptcy Judge

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
MERVYN'S HOLDINGS, LLC, et al.,¹) Case No. 08-11586 (KG)
)
Debtors.) Jointly Administered
) Re: Docket No. 651

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b) AND 503(c) APPROVING THE
DEBTORS' EMPLOYEE RETENTION PLAN, SENIOR MANAGEMENT
INCENTIVE PLAN AND CERTAIN OTHER RELATED RELIEF**

The matter coming before the Court on the *Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a), 363(b) and 503(c) For Entry of an Order Approving the Debtors' Employee Retention Plan, Senior Management Incentive Plan and Certain Other Related Relief* (the "Motion"), filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion; the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (iii) notice of the Motion was sufficient under the circumstances and no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that the Motion as modified is GRANTED; and it is further

ORDERED, that the Retention Plan² and the Incentive Plan are hereby approved, pursuant to Sections 363(b) and 503(c) of the Bankruptcy Code, as justified by the facts and

¹ The Debtors in these cases, along with the last four digits of their federal tax identification numbers, are Mervyn's Holdings, LLC (3405), Mervyn's LLC (4456) and Mervyn's Brands, LLC (8850).

circumstances of the cases and as a necessary cost and expense of preserving the estates; and it is further

ORDERED, that, pursuant to Sections 105(a), 363(b) and 503(c) of the Bankruptcy Code, the Debtors are authorized to take any and all actions that are necessary or appropriate in the exercise of their business judgment to make payments under the Retention Plan and the Incentive Plan; and it is further

ORDERED, that the provision of postpetition payments to the participants under the Retention Plan and Incentive Plan as authorized herein shall be administrative expenses of the estates pursuant to Section 503(b) of the Bankruptcy Code; and it is further

ORDERED, that entry of this Order is without prejudice to the right of the Debtors and their estates to apply to the Court for additional payments or consideration to be made to any employee, whether subject to Section 503(c) of the Bankruptcy Code or otherwise. All parties in interest reserve all rights to object to any such payment or consideration; and it is further

ORDERED, that the Debtors shall not be required to comply with any state "fast pay" laws and regulations when terminating employees; and it is further

ORDERED, that the terms and provisions of this Order shall be binding in all respects, and shall inure to the benefit of, the Debtors, their estates, creditors and interest holders and their respective affiliates, successors and assigns; and it is further

ORDERED, that, neither this Order nor any payment or performance by the Debtors

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

authorized hereunder shall be deemed an assumption of any executory contract or otherwise affect the Debtors' rights under Section 365 of the Bankruptcy Code to assume or reject any executory contracts; and it is further

ORDERED, that notwithstanding any applicability of Federal Rule of Bankruptcy Procedure 6004(g), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that this Court shall retain jurisdiction over any matters arising from or related to the implementation or interpretation of this Order.

Dated: October 20, 2008
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MOBITV, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10457 (LSS)

Jointly Administered

Related Docket No. 85

**ORDER APPROVING KEY EMPLOYEE
RETENTION PLAN FOR NON-INSIDER EMPLOYEES**

The Court has considered the *Debtors' Motion for an Order (I) Approving Key Employee Incentive Plan for Senior Leadership Employees and (II) Approving Key Employee Retention Plan for Non-Insider Employees* [Docket No. 85] (the "Motion")² and the *Declaration of Terri Stevens in Support of Debtors' Motion for an Order (I) Approving Key Employee Incentive Plan for Senior Leadership Employees and (II) Approving Key Employee Retention Plan for Non-Insider Employees* [Docket No. 85-3]. The Court has reviewed the Motion and has found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, and that this Court may enter a final order consistent with Article III of the United States Constitution; (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the opportunity for a hearing was sufficient under the circumstances. After due deliberation, the Court has determined that the relief requested in the

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: MobiTV, Inc. (2422) and MobiTV Service Corporation (8357). The Debtors' mailing address is 1900 Powell Street, 9th Floor, Emeryville, CA 94608.

² A capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion.

Motion as it relates to the KERP is in the best interests of the Debtors, their estates, and their creditors and good and sufficient cause having been shown, therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. The terms of the Debtors' proposed KERP, attached hereto as Exhibit 1, is hereby approved.
3. The Debtors are authorized, but not directed, to make any and all payments to Non-Insider Employees under the KERP if the applicable condition(s) for any such respective payments are met, as described herein.
4. Amended KEIP Hearing. The hearing on the Debtors' amended KEIP [Docket No. 143] shall be held before the Honorable Laurie Selber Silverstein, United States Bankruptcy Court Judge, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 2, Wilmington, Delaware 19801, on **April 16, 2021 at 10:00 a.m. (Eastern Time)**.
5. Amended KEIP Objection Deadline. Any response or objection to the entry of an order approving the Amended KEIP must be filed with the Bankruptcy Court on or before **April 12, 2021 at 4:00 p.m. (Eastern Time)**.
6. This Order shall be binding upon any successors and assigns of the Debtors, including any trustee appointed in these Chapter 11 Cases or in any superseding proceeding under chapter 7 of the Bankruptcy Code.
7. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

**Dated: April 7th, 2021
Wilmington, Delaware**


**LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE**

Exhibit 1 to Order

Key Employee Retention Plan Term Sheet

Term	Description
KERP Objective	The MobiTV, Inc. Key Employee Retention Plan (the “ <u>KERP</u> ”) is designed to retain key employees (“ <u>KERP Participants</u> ”) of MobiTV, Inc. (the “ <u>Debtor</u> ”) in their current roles over the near term while providing them with financial stability.
Participating Employees	KERP Participants will include all employees of the Debtor other than the KEIP Participants.
Timing of Payments	Payments under the KERP (the “ <u>KERP Payments</u> ”) will be distributed to KERP Participants upon the earlier of (1) the consummation of the sale of substantially all assets of the Debtor pursuant to section 363 of the Bankruptcy Code, (2) confirmation of a plan of reorganization, and (3) conversion of the Debtor’s chapter 11 case to a case under chapter 7 of the Bankruptcy Code (collectively, the “ <u>KERP Trigger Date</u> ”).
KERP Payments	The KERP awards non-insider personnel with payments equal to 5.0% to 25.1% of their base salary not to exceed \$1,229,541 in the aggregate.
Structure of KERP Payments	The amount of payment received by each of the KERP Participants will be based on their 2019 annual and 2020 retention bonuses (with appropriate floors) and continued employment with the Debtor through the earlier of (1) their involuntary termination other than for cause (<i>i.e.</i> , a layoff) or (2) the KERP Trigger Date. No other performance metrics will be included.
Effect of Termination of Employment	In the event a KERP Participant voluntarily resigns or is terminated by the Debtor for cause prior to the KERP Trigger Date, the KERP Participant will forfeit any right to a KERP Payment.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
OneWeb Global Limited, <i>et al.</i>)	Case No. 20-22437 (RDD)
)	
Debtors. ¹)	(Jointly Administered)
)	

**ORDER (I) APPROVING KEY EMPLOYEE INCENTIVE PROGRAM
AND KEY EMPLOYEE RETENTION PROGRAM; (II) AUTHORIZING
PAYMENTS THEREUNDER; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”), pursuant to sections 363(b), 503(c)(3), and 507(a)(2) of the Bankruptcy Code, for an order approving the Debtors’ key employee retention program (“KERP” and key employee incentive program (“KEIP”), authorizing the payments thereunder, and granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been provided in accordance with the *Order Implementing Certain Notice and Case*

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: OneWeb Global Limited (N/A); OneWeb Holdings LLC (5429); OneWeb Communications Limited (9487); WorldVu Satellites Limited (7802); WorldVu Development LLC (9067); WorldVu JV Holdings LLC (N/A); 1021823 B.C. LTD (8609); Network Access Associates Limited (8566); OneWeb Limited (8662); WorldVu South Africa (Pty) Ltd. (1867); OneWeb Chile SpA (2336); WorldVu Australia Pty Ltd. (5436); WorldVu Unipessoal Lda. (2455); OneWeb Norway AS (0209); OneWeb ApS (9191); OneWeb Network Access Holdings Limited (8580); OneWeb G.K. (1396); OneWeb Ltd (8661); WorldVu Mexico S. DE R. L. DE C.V. (1234). The Debtors’ headquarters is located at 195 Wood Lane, West Works Building, 3rd Floor, London, W12 7FQ, UK.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

Management Procedures [Docket No. 44], such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and upon the only remaining objection to the Motion, filed by the United States Trustee, all other opposition to the Motion having been resolved by the terms of this Order and withdrawn; and upon the Debtors' reply to the United States Trustee's objection; and the Court having reviewed the Motion and the declarations and supplemental declarations submitted in support of the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the "Hearing"); and upon the record of the Hearing and all of the proceedings herein; and, after due deliberation and for the reasons stated in its bench ruling at the Hearing, the Court having determined that the legal and factual bases set forth in the Motion establish good and sufficient cause for the relief granted herein and satisfy the applicable standards under 11 U.S.C. §§ 363(b) and 503(c); and it appearing that the relief granted herein is in the best interests of the Debtors, their estates, creditors, and all parties in interest; now, therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The KERP is approved, subject to paragraph 5 hereof. The Debtors are authorized (but not directed) to make payments to the Long-Term Employees and the Short-Term Employees pursuant to the terms of the KERP in the aggregate amount of \$3,000,000, without further application or order of this Court.
3. The KEIP, as set forth substantially in the form attached to the Motion as **Exhibit A**, is hereby approved, subject to paragraph 5 hereof.

4. The Debtors are authorized, but not directed, to take all actions necessary to implement the KEIP, including making any payments that become due pursuant to the terms of the KEIP, without further application or order of this Court.

5. All amounts earned and payable under the KERP and KEIP shall have administrative expense priority under sections 503(b) and 507(a)(2) of the Bankruptcy Code for all purposes in these chapter 11 cases and in any successor case. For the avoidance of doubt, the Court is not approving (whether directly or indirectly) any prepetition payments made to the Debtors' Executives. The Debtors' Executives waive any rights they may have against the Debtors based on any severance claims. Notwithstanding the waiver of any severance claims in the preceding sentence, such waiver shall not be effective with respect to any assumption and assignment to a third party purchaser of any employment agreements governing the Executives, which assumption and assignment shall include any severance provisions of such agreements, provided that such assumption and assignment shall not require a cure payment by the Debtors or their estates.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the relief granted hereby, and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

7. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: May 29, 2020
White Plains, New York

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE



Order Filed on June 13, 2024
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
COLE SCHOTZ P.C.
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
(201) 489-3000
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Matteo Percontino, Esq.
mpercontino@coleschotz.com
Proposed Counsel to Debtors and Debtors in Possession

In re:

SAM ASH MUSIC CORPORATION, *et al.*

Debtors.¹

Chapter 11

Case No. 24-14727 (SLM)

Judge: Stacey L. Meisel

(Jointly Administered)

**ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY
EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through six (6), is hereby
ORDERED.

DATED: June 13, 2024

A handwritten signature in cursive script that reads "Stacey L. Meisel".
Honorable Stacey L. Meisel
United States Bankruptcy Judge

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation's principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

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Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 105(a), 363(b), 503(b), 503(c) and 507(a)(2) of title 11 of the United States Code (the “Bankruptcy Code”) for entry of an Order (a) authorizing, but not directing, the Debtors to implement the proposed key employee incentive plan (the “KEIP”) and key employee retention plan (the “KERP”), (b) granting administrative expense priority status to the incentive and retention payments, and (c) granting such other relief as the Court deems appropriate; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28. U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given as provided in the Motion, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Motion need be provided; and the Court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and upon the *Declaration of Jordan Meyers in Support of Debtors’ Motion for Entry of an Order Approving Debtors’ Key Employee Incentive Plan and Key Employee Retention Plan*, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 3)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

the Debtors, their respective estates and creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The KERP and KEIP Plan attached hereto as Exhibit 1 is approved as modified herein.
3. The Debtors are authorized, but not directed, to take all actions necessary to implement the KERP and KEIP Plan and to make all payments provided under such plans to or on behalf of the Participants in accordance with the terms of this Order.
4. All amounts earned and payable under the KERP and KEIP Plan shall have administrative expense priority under sections 503(a) and 507(a)(2) of the Bankruptcy Code to the extent earned and payable as set forth in the KERP and KEIP Plan and this Order.
5. All amounts earned and payable under the KERP and KEIP Plan shall be paid within 10 days following the effective date of a chapter 11 plan.
6. The Debtors shall provide counsel to the Official Committee of Unsecured Creditors (the "Committee") with reasonably practicable notice of the termination or resignation of any KERP Participant or KEIP Participant. In the event a KERP Participant or KEIP Participant is not employed by the Debtors on or during the KERP Effective Date or KEIP Effective Date, respectively, the Debtors (i) are authorized to make payments to such Participants, if any, but only

(Page 4)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

in accordance with the KERP and KEIP Plan, and (ii) are not authorized to allocate any unused dollars under the KERP or KEIP to other KERP Participants or KEIP Participants, respectively.

7. The KERP and KEIP Plan is hereby modified such that (a) any eligible KEIP Participant will be entitled to (i) 50% of the KEIP Bonus in the event the Debtors sell their Samson business for in excess of \$7.5 million; and (ii) 50% of the KEIP Bonus in the event the Debtors sell all of their assets for an aggregate amount in excess of \$10 million (in both instances, including the sale of the Samson business, but excluding the store closing sales and existing credit bid stalking horse asset purchase agreement with Tiger Finance, LLC), and (b) in order to receive a KEIP Bonus or KERP Bonus, each KEIP Participant and KERP Participant shall be required to waive any claims against the Debtors, including any right to any other performance bonus, retention, or severance compensation otherwise payable to them by the Debtors pursuant to any prepetition bonus plan or employment agreement, but excluding any claims for unpaid paid time off and wages authorized by any *Final Order (I) Authorizing The Debtors To (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, And Reimbursable Employee Expenses And (B) Continue Employee Benefits Programs And (II) Granting Related Relief*.

8. Schedules I and II to the KERP and KEIP Plan may be modified by the Debtors, in consultation with the Committee, provided that such modification: (i) is on five (5) days prior written notice to the notice parties set forth in the Motion and the Committee; (ii) is consistent with the Motion; and (iii) does not increase the total amounts payable under the KEIP or KERP as authorized by this Order or is otherwise inconsistent with the *Order (I) Authorizing the Debtors to*

(Page 5)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

Obtain Postpetition Financing, (II) Authorizing Use of Cash Collateral and Affording Adequate Protection; (III) Granting Liens and Providing Superpriority Administrative Expense Status; (IV) Modifying Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 49].

9. Nothing in this Order shall be deemed to authorize the payment of any severance payments to insiders of the Debtors or that are otherwise subject to sections 503(c)(1) or 503(c)(2) of the Bankruptcy Code.

10. Nothing in the Motion or this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates or (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates.

11. Notwithstanding anything to the contrary in the Motion or this Order, any payment made by the Debtors pursuant to the authority granted in this Order must be in compliance with and any authorization of the Debtors contained herein is subject to: (a) any interim or final orders entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any budget or cash flow forecasts in connection therewith.

12. Notwithstanding the relief granted herein or any action taken hereunder, nothing contained in this Order shall itself create any right to future employment or entitlements to any

(Page 6)

Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE INCENTIVE PLAN AND KEY EMPLOYEE RETENTION PLAN, AND (II) GRANTING RELATED RELIEF

Participant.

13. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Rule 6004(a) of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

17. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit 1

KERP AND KEIP PLAN

SAM ASH MUSIC CORPORATION AND ITS AFFILIATED DEBTORS KEY EMPLOYEE INCENTIVE AND KEY EMPLOYEE RETENTION PLANS

KERP AND KEIP OBJECTIVES

The Key Employee Retention Plan (the “KERP”) and Key Employee Incentive Plan (the “KEIP”) of Sam Ash Music Corporation and its debtor affiliates (collectively, the “Company” or the “Debtors”) described herein are designed to encourage the retention of certain valuable, hard-to-replace, non-senior management employees (collectively, the “KERP Participants”), and to provide performance incentives to certain senior management (collectively, the “KEIP Participants”) who are essential to the Company’s restructuring and will aid in maximizing the value of the Company for the benefits of its stakeholders.

THE KERP

The KERP is designed to help ensure that valuable, hard-to-replace, non-insider, non-senior management employees who are important to the Debtors’ restructuring are retained and properly motivated to preserve and maximize the value of the Debtors’ business for the benefit of the Debtors’ stakeholders in the Company’s chapter 11 cases (the “Chapter 11 Cases”). The Debtors wish to provide a bonus to the KERP Participants so that they are committed to this goal. The Debtors have identified the KERP Participants as important to the success of their restructuring efforts. The KERP will encourage these non-insider employees to remain with the Debtors as they pursue their restructuring efforts, as well as to help manage the Company’s ongoing operations and the administration of the Debtors’ estates during the Chapter 11 Cases.

KERP PARTICIPANTS AND KERP BONUSES

The Debtors have identified the employees listed on Schedule I attached hereto to participate in the KERP. Each KERP Participant was carefully selected by management and deemed critical to the Company’s ability to maximize value for the benefit of all interested parties. Without payments under the proposed KERP, the Company believes that the KERP Participants are likely to pursue alternative employment, harming the value of the estates and negatively affecting the Debtors’ restructuring efforts.

“KERP Bonuses” will be payable to each KERP Participant in the respective amounts identified on Schedule I (the “KERP Bonuses”). The KERP Bonuses represent fixed cash amounts payable in one installment based on continued employment of the KERP Participant through the sale process *and* confirmation of a plan of liquidation. The KERP Bonuses shall be paid within 10 days following the effective date of a chapter 11 plan (the “KERP Effective Date”).

There are currently twenty-one (21) KERP Participants, and the total potential aggregate payout under the KERP is approximately \$234,400.00. The KERP Bonuses on average equal 10% of the KERP Participants’ annual salary.

THE KEIP

The KEIP is designed to incentivize the KEIP Participants, who hold critical operational leadership or corporate management positions, to preserve and maximize the value of the

Company's business for the benefit of its stakeholders in the Chapter 11 Cases. The Debtors rely on the KEIP Participants' expertise to make decisions that support the operations and drive the financial performance of the Company's business. The KEIP Participants are responsible for, among other things, essential day-to-day business functions, executing the Debtors' business plan, implementing the operational goals of the Debtors' restructuring, participating in the Debtors' efforts to successfully effectuate a sale of the eCommerce business, participating in the Debtors' efforts related to the store closing sales, assisting counsel in the preparation of essential reporting and bankruptcy-related documents, and responding to requests for diligence by non-debtor parties in connection with the restructuring process. Given their essential role in the Debtors' enterprise as officers, these individuals are best-positioned to drive performance and results with respect to the Debtors' restructuring goals and have taken on substantial tasks and responsibilities to help effectuate and further the Debtors' proposed restructuring, in addition to their existing responsibilities.

KEIP PARTICIPANTS, METRIC AND PAYMENT AMOUNTS

Each KEIP Participant, with his or her title and potential "KEIP Bonus," is set forth on Schedule II attached hereto. There are four (4) KEIP Participants, which were identified by the Debtors. The KEIP Participants may earn in the aggregate \$107,000 in incentive awards (the "KEIP Bonus") which will be payable, if at all, as follows: (i) 75% of the KEIP Bonus in the event the Debtors sell their Samson business for in excess of \$7.5 million; and (ii) 25% of the KEIP Bonus in the event the Debtors sell all of their assets for an aggregate amount in excess of \$10 million (*including* the sale of the Samson business, but *excluding* the store closing sales and existing credit bid stalking horse asset purchase agreement with Tiger Finance, LLC).

The KEIP Bonuses shall be paid within 10 days following the effective date of a chapter 11 plan (the "KEIP Effective Date").

CONDITIONS AND TIMING OF PAYMENT OF BONUSES

The KERP and KEIP are subject to authorization and approval by the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

In addition to the KEIP requirements above, in order to earn a KEIP Bonus, the KEIP Participant must be employed by the Debtors on the KEIP Effective Date unless, prior to such date, the KEIP Participant (i) is involuntarily terminated by the Debtors for any reason other than "for Cause," (ii) is placed on disability, or (iii) dies. The KEIP Bonuses shall vest on the KEIP Effective Date.

In addition to the KERP requirements above, in order to earn a KERP Bonus, the KERP Participant must be employed by the Debtors on the KERP Effective Date unless, prior to such date, the KERP Participant (i) is involuntarily terminated by the Debtors for any reason other than "for Cause," (ii) is placed on disability, or (iii) dies. The KERP Bonuses shall vest on the KERP Effective Date.

“CAUSE” DEFINED

For purposes of the KERP and KEIP, the term “for Cause” means, either before or after adoption of the KEIP or KERP:

- Refusal to follow the lawful instructions of a direct supervisor;
- A finding by a legal or administrative court or tribunal that the KEIP Participant or KERP Participant engaged in fraud or willful misconduct, or was grossly negligent, in the performance of his or her duties;
- A material and direct conflict of interest, not specifically waived in advance by the Company;
- Unauthorized use or disclosure of confidential information that belongs to the Company or its customers, employees or vendors;
- Repeated absences from work that the Company reasonably determines to be materially adverse to the best interests of the Company; or
- Other material misconduct including, but not limited to: falsification of the Company’s records, theft, sexual harassment, or possession of firearms, controlled substances or illegal drugs on the Company’s premises or while performing the Company’s business.

FURTHER ACTIONS

As a condition to each KEIP Participant’s or KERP Participant’s eligibility to participate in the KEIP or KERP, as applicable, such participant shall agree to take such further actions as are reasonably requested by the Company, including such actions as the Company may reasonably request subsequent to the termination or resignation of such participant’s employment with the Company to assist the Company as needed, including in the conduct of the Chapter 11 Cases and to resolve any matters in which such participant was involved during his or her tenure at the Company.

CHANGE OF ADDRESS

The KEIP Participants and KERP Participants shall be responsible for notifying the Company of any change of address before payment is made by email notification to the Company’s counsel, Cole Schotz P.C., Attn: Ryan T. Jareck, Esq. (rjareck@coleschotz.com) and Matteo Percontino (mpercontino@coleschotz.com).

PROMISE OF CONTINUED EMPLOYMENT

The KERP and KEIP, and any KEIP Participant’s or KERP Participant’s selection as a participant in the KEIP or KERP, respectively, does not, and is in no manner intended to constitute, a promise of employment for any period of time or to change a KEIP Participant’s or KERP Participant’s status, if applicable, as an at will employee subject to termination at any time for any reason.

TAXES

All payments made pursuant to the KEIP or KERP shall be subject to standard withholding and deductions on wages. Neither the Company nor its officers or agents make or has made any representation about the tax consequences of any payments or benefits offered by the Company to any KEIP Participant or KERP Participant.

SEVERABILITY

If any provision of the KEIP or KERP is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of the KEIP or KERP and the provision in question shall be modified as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible. Any waiver of or breach of any of the terms of the KEIP or KERP shall not operate or be construed as a waiver of any other breach of such terms or conditions or of any other terms and conditions, nor shall any failure to enforce any provision hereof operate or be construed as a waiver of such provision or of any other provision

CHOICE OF LAW AND VENUE

The KEIP and KERP shall both be governed by the laws of the State of New York, notwithstanding that State's conflict of law provisions. The Company and each KEIP Participant and KERP Participant shall: (i) irrevocably and unconditionally consent to the exclusive jurisdiction of the Bankruptcy Court; (ii) irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of or related to the KEIP or KERP in the Bankruptcy Court; and (iii) irrevocably and unconditionally waive and agree not to plead or claim that any such action, suit, or proceeding brought in the Bankruptcy Court has been brought in an inconvenient forum.

ENTIRE AGREEMENT AND AMENDMENT

This document constitutes the complete, final and exclusive embodiment of the terms and conditions of the KERP and KEIP and may only be modified in writing signed by an authorized officer of the Company. Any agreement between any KEIP Participant or KERP Participant and the Company with regard to the KEIP or KERP, as applicable, and its subject matter is superseded in its entirety by this document.

NO ASSIGNMENT

The rights of a KEIP Participant or KERP Participant or any other person to any payment or other benefits under the KEIP or KERP, as applicable, may not be assigned, transferred, pledged, or encumbered except by will or the laws of descent and distribution.

Schedule I – KERP Participants and Payment Amounts

[FILED UNDER SEAL]

Schedule II – KEIP Participants and KEIP Bonus Information

[FILED UNDER SEAL]



Order Filed on July 22, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
COLE SCHOTZ P.C.

Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
(201) 489-3000
(201) 489-1536 Facsimile
Michael D. Sirota, Esq. (msirota@coleschotz.com)
Warren A. Usatine, Esq. (wusatine@coleschotz.com)
David M. Bass, Esq. (dbass@coleschotz.com)
Jacob S. Frumkin, Esq. (jfrumkin@coleschotz.com)

Proposed Attorneys for Debtors and Debtors in Possession

In re:

SLT HOLDCO, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 20-18368 (MBK)

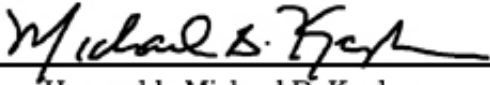
Jointly Administered

Hearing Date and Time:

**ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE
RETENTION PLAN AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through four (4), is hereby
ORDERED.

DATED: July 22, 2020


Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number, as applicable, are as follows: SLT Holdco, Inc. (0403) and Sur La Table, Inc. (3409). The Debtors' corporate headquarters are located at 6100 4th Avenue South, Suite 500, Seattle, Washington 98108.

(Page 2)

Debtors: SLT HOLDCO, Inc., *et al.*
Case No. 20-18368 (MBK)
Caption of Order: ORDER (I) APPROVING DEBTORS' KEY EMPLOYEE RETENTION PLAN AND (II) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² SLT Holdco, Inc. and its wholly-owned subsidiary, Sur La Table, Inc., as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**” or the “**Company**”), pursuant to sections 105(a), 363(b), 503(c) and 507(a)(2) of title 11 of the United States Code (the “**Bankruptcy Code**”), for entry of an order (this “**Order**”) (a) authorizing, but not directing, the Debtors to implement the proposed non-insider key employee retention plan (the “**KERP**”) and (b) granting related relief; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given as provided in the Motion, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Motion need be provided; and the Court having held a hearing to consider the relief requested in the Motion (the “**Hearing**”); and upon the *Declaration of Jason Goldberger in Support of Debtors’ Motion for Entry of an Order (I) Approving Debtors’ Key Employee Retention Plan and (II) Granting Related Relief*, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their respective estates and creditors, and all parties-in-interest, and that the legal

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The KERP is approved in its entirety.
3. The Debtors are authorized, but not directed, to implement the KERP as described in the Motion, including by making all payments to or on behalf of the Eligible Employees at the times and in the amounts specified in the Motion.
4. After providing notice to Debtors' prepetition and DIP lenders, counsel to the Office of the United States Trustee and any official committee of unsecured creditors appointed in these chapter 11 cases, the Debtors are authorized to add and pay KERP bonuses to non-insider employees not currently identified in the Motion.
5. All amounts earned and payable under the KERP shall have administrative expense priority under sections 503(a) and 507(a)(2) of the Bankruptcy Code for all purposes in these chapter 11 cases and in any other cases under the Bankruptcy Code to which these chapter 11 cases may be converted.
6. Nothing in the Motion or this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates or (ii) shall impair,

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prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates.

7. Notwithstanding the applicability of any Bankruptcy Rule, this Order shall be effective and enforceable by its terms immediately upon entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.